

BELLSOUTH U.S. South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 38

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Teen Service (Res. Dist. Alerting Service), per month		\$0.15	NA	NA	NA	NA	\$0.1071	\$0.26	\$0.2149	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Code Restriction and Diversion, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.04	NA	NA	NA	NA	\$0.0464	\$0.09	\$0.0708	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Park, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.04	NA	NA	NA	NA	\$0.0443	\$0.09	\$0.0694	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Automatic Line, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.09	NA	NA	NA	NA	\$0.1111	\$0.14	\$0.1179	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
2-WIRE ISDN BRI FEATURES										
Shared Primary Number-First Appl On Each Addl Terminal	DS1FJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LU0SF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Secondary Only Dn-First Appl On Each Addl Term	DS1F1	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Non-ISDN DN	DOE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Privacy Release	DS1FU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Exclusion	DS1FM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable - Data	LU0CD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable - Feature Button - Voice	GLXCF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable - Feature Button - Data	LLPCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line - Voice Or Voice/Data	LU0CV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line - Data	LL0CV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line-Prgrambl-Voice Or Voice/Data	LL0CD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line - Programmable - Data	M6AV4	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer - Voice Or Voice/Data	M6ADF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer - Data	LLSCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer-Prgramble Voice Or Voice/Data	LU0CD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer - Programmable - Data	M6BVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Multiple Simultaneous - Voice Or Voice/Data	M6BDF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Multiple Simultaneous - Data	M6CV5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Conference, Drop, Hold And Transfer	M6CD5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Six-Way Conference, Drop, Hold And Transfer	DS1FN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group - Voice Or Voice/Data	LLY6P	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group - Data	HTG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Speed Calling	HTGSD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Visual Message Waiting Indicator	LLZSU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Audible Message Waiting Indicator	LLAYP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Call Appearance, PDN Or DN	MMW	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Tracing	DS1FG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return	NST	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Preferred Call Forwarding	NSS	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Block	NCE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing	NSY	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Agencies/Law Enforcement	NSQ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For General Public	NOB	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub, And Non-listed Customer	NOBNN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBPC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBPP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return Denial Of, Per Activation	NOBNP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return Denial Of, Per Activation	NOBNR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing, Denial Of, Per Activation	BCR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	BRD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

BELLSOUTH U.S. South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 39

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Automatic Line/Direct Connect	M6GN9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy	M6MPP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Selective Call Acceptance	M6K16	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Park/Call Redirection	M6H16	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Transfer System Exception	M6Q1D	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy - Intragroup	M6M1D	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Customized Code Restrictions	CREX+	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listings	CLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listing No Rate	FLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Cross Reference Listing	LLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-Pub Listing No Rate	NP3	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing	NLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Alternate Call Listing	NLE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Service Order Charge	FNA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Selective Class Of Call Screening	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	SRG++	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
ISDN Message Waiting Indication-Lamp, per month										
NFC		\$0.01	NA	NA	NA	NA	\$0.0105	\$0.0107	\$0.0138	NA
NFC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
ISDN Feature Function Buttons		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NFC		NA	NA	NA	NA	NA	NA	NA	NA	NA
NFC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Subsequent Ordering Charge - (per order, per line)		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NFC - Electronic - 1st		\$2.88	NA	NA	NA	NA	\$2.84	\$5.42	\$1.36	NA
NFC - Electronic - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	\$0.95	\$0.71	NA
NFC - Manual - 1st		\$4.80	NA	NA	NA	NA	\$4.73	\$1.89	\$7.35	NA
NFC - Manual - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	NA	\$0.95	NA
NFC - Disconnect		\$2.88	NA	NA	NA	NA	\$2.84	NA	NA	NA
Unbundled Port Usage Charges										
End Office Switching (Port Usage)										
End Office Switching Function, per mou										
End Office Interface Trunk Port - Shared, per mou		NA								
		\$0.0018	\$0.0008846	\$0.0016333	\$0.002562	\$0.0021	\$0.0023771	\$0.0017000	\$0.0019295	\$0.0008
		\$0.0002	\$0.0001893	\$0.0001564	NA	\$0.0002	\$0.0001927	NA	\$0.0002581	NA
Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function, per mou										
Tandem Interface Trunk Port - Shared per mou		NA								
		\$0.00063	\$0.0001522	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.0009	\$0.0006843	\$0.000978
			\$0.0002713	\$0.0002126	NA	\$0.0003	\$0.0002834	NA	\$0.0004034	NA
Common (Shared) Transport										
Common (Shared) Transport per mile per mou										
Common (Shared) Transport Facilities Termination per mou		NA								
		\$0.00001	\$0.0000039	\$0.0000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.0000064
		\$0.00045	\$0.0004579	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.0003971
NOTES:										
1 Interim rates subject to true-up.										
2 Port rate includes all available features.										
3 Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channel associated with 2-wire ISDN ports.										
4 Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.										
5 This rate element is for those states which have a specific rate for User Profile per B Channel.										

BELLSOUTHUS, South RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 40

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
5	This rate element is for use in those states with a different rate for additional minutes of use.										
6	Rates in TN and FL are interim and shall be true-up when final rates are ordered.										

BELLSOUTH'S South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 2
Exhibit C
Rates - Page 41

UNBUNDLED DEDICATED TRANSPORT - Local Channel												
Local Channel - Dedicated - 2-Wire VG												
2-wire VG per mile	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
2-wire VG Monthly Recurring per month	1LSNC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2-wire VG - 1st	ULDV2	\$14.61	\$29.33	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02	\$19.02	\$19.02
NRC - 2-wire VG - Add'l	ULDV2	\$494.65	\$386.34	\$382.95	\$385.15	\$347.49	\$487.62	\$553.80	\$554.00	\$199.33	\$199.33	\$199.33
NRC - 2-wire VG - Disconnect Chg - 1st	ULDV2	\$84.44	\$66.36	\$82.40	\$98.53	\$59.75	\$84.35	\$89.69	\$88.58	\$24.16	\$24.16	\$24.16
NRC - 2-wire VG - Disconnect Chg - Add'l	ULDV2	\$77.81	\$67.91	NA	NA	\$53.68	\$77.69	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	\$7.63	\$5.92	NA	NA	\$6.60	\$8.95	NA	NA	\$4.80	\$4.80	\$4.80
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	\$41.46	\$18.14	\$25.50	\$42.17	\$43.75	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.37	NA	\$8.42	\$11.99	\$9.06	\$11.34	\$12.76	\$13.55	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA	NA	NA
Local Channel - Dedicated - 2-Wire VG Pay. Bat.												
2-wire VG per mile	1LSNC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-wire VG Monthly Recurring per month	ULDH2	\$14.61	\$29.33	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02	\$19.02	\$19.02
NRC - 2-wire VG - 1st	ULDR2	\$494.65	\$386.34	\$382.95	\$385.15	\$347.49	\$487.62	\$553.80	\$554.00	\$199.33	\$199.33	\$199.33
NRC - 2-wire VG - Add'l	ULDR2	\$84.44	\$66.36	\$82.40	\$98.53	\$59.75	\$84.35	\$89.69	\$88.58	\$24.16	\$24.16	\$24.16
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDR2	\$77.81	\$67.91	NA	NA	\$53.68	\$77.69	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDR2	\$7.63	\$5.92	NA	NA	\$6.60	\$8.95	NA	NA	\$4.80	\$4.80	\$4.80
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	\$41.46	\$18.14	\$25.50	\$42.17	\$43.75	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.37	NA	\$8.42	\$11.99	\$9.06	\$11.34	\$12.76	\$13.55	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG												
4-wire VG per mile	1LSNC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-wire VG Monthly Recurring per month	ULDV4	\$15.77	\$30.50	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14	\$20.14	\$20.14
NRC - 4-Wire VG - 1st	ULDV4	\$502.43	\$387.21	\$388.44	\$585.15	\$362.75	\$495.25	\$562.23	\$562.46	\$201.53	\$201.53	\$201.53
NRC - 4-Wire VG - Add'l	ULDV4	\$86.68	\$67.22	NA	\$98.53	\$61.33	\$86.56	\$92.67	\$91.57	\$24.83	\$24.83	\$24.83
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDV4	\$78.71	\$68.78	NA	NA	\$54.36	\$78.58	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDV4	\$8.53	\$6.79	NA	NA	\$7.28	\$9.84	NA	NA	\$5.51	\$5.51	\$5.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	\$41.46	\$18.14	\$25.52	\$42.17	\$43.64	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.73	NA	\$8.42	\$11.99	\$8.05	\$11.34	\$12.76	\$13.55	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$17.25	NA	NA	NA	NA	NA
Local Channel - Dedicated - DS1												
DS1 per mile	1LSNC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DS1 per month	ULDF1	\$35.52	\$43.53	\$38.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27	\$40.27	\$40.27
NRC - DS1 - 1st	ULDF1	\$503.57	\$242.45	\$356.15	\$538.95	\$348.56	\$494.83	\$534.48	\$534.81	\$277.35	\$277.35	\$277.35
NRC - DS1 - Add'l	ULDF1	\$442.84	\$226.44	\$312.89	\$464.94	\$300.30	\$435.28	\$462.69	\$462.81	\$233.26	\$233.26	\$233.26
NRC - DS1 - Disconnect Chg - 1st	ULDF1	\$46.28	\$41.13	\$122.31	NA	\$24.15	\$46.85	NA	NA	\$33.18	\$33.18	\$33.18
NRC - DS1 - Disconnect Chg - Add'l	ULDF1	\$32.18	\$28.28	\$119.14	NA	\$21.31	\$33.02	NA	NA	\$22.30	\$22.30	\$22.30
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	\$19.99	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50

Attachment 2
Exhibit C
Rates - Page 42

177 of 433

BELLSOUTH/US, South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 2
Exhibit C
Rates - Page 44

2-Wire VG - per mile per month	115XX	\$0.0339	\$0.0098	\$0.0222	\$0.0301	\$0.0384	\$0.0323	\$0.0282	\$0.0373	\$0.0173
NFC - 2-wire VG - Facility Termination - 1st	UTTR2	\$18.49	\$26.52	\$17.07	\$27.66	\$19.10	\$21.33	\$18.00	\$21.42	\$18.33
NRC - 2-wire VG - Facility Termination - Add'l	UTTR2	\$107.11	\$81.09	\$76.61	\$142.31	\$76.20	\$106.72	\$137.48	\$136.44	\$65.39
NRC - 2-wire VG - Facility Termination - Disconnect Charge - 1st	UTTR2	\$48.27	\$54.83	\$36.08	\$56.21	\$34.54	\$48.83	\$52.58	\$51.37	\$17.37
NRC - 2-wire VG - Facility Termination - Disconnect Charge - Add'l	UTTR2	\$37.16	\$31.01	NA	NA	\$28.03	\$38.05	NA	NA	\$27.96
NRC - Manual Svc Order, per LSR	SOMAN	\$5.88	\$12.78	NA	NA	\$5.37	\$7.23	NA	NA	\$3.51
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-wire VG - Incremental Change-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	\$37.21	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - 2-wire VG - Incremental Change-Manual Svc Order - Add'l	SOMAN	\$27.57	NA	\$18.94	\$37.21	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - 2-wire VG - Incremental Change-Manual Svc Order-Disconnect-1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Change-Manual Svc Order-Disconnect-Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Common (Shared) Transport										
Common (Shared) Transport per mile per month	NA	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004
Common (Shared) Transport Facilities Termination per month	NA	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036
Interoffice Transport - Dedicated - 4-wire VG										
4-Wire VG - per mile per month	115XX	NA	\$0.0098	NA	NA	NA	NA	NA	NA	NA
4-Wire VG - Facility Termination per month	UTTV4	NA	\$23.64	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - 1st	UTTV4	NA	\$81.09	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Add'l	UTTV4	NA	\$54.63	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Disconnect Charge - 1st	UTTV4	NA	\$31.01	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Disconnect Charge - Add'l	UTTV4	NA	\$12.78	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	\$2.77	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Change-Manual Svc Order - 1st	SOMAN	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Change-Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Change-Manual Svc Order-Disconnect-1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Change-Manual Svc Order-Disconnect-Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DSO - 56kbps										
DSO - per mile per month	115XX	\$0.0339	\$0.0098	\$0.0222	\$0.0301	\$0.0384	\$0.0323	\$0.0282	\$0.0373	\$0.1730
DSO - Facility Termination per month	UTTD5	\$17.81	\$19.31	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - DSO - Facility Termination - 1st	UTTD5	\$107.11	\$81.11	\$76.61	\$142.31	\$76.20	\$106.72	\$137.48	\$136.44	\$55.39
NRC - DSO - Facility Termination - Add'l	UTTD5	\$48.27	\$54.83	\$36.08	\$56.21	\$34.54	\$48.83	\$52.58	\$51.37	\$17.37
NRC - DSO - Facility Termination - Disconnect Charge - 1st	UTTD5	\$37.16	\$31.01	NA	NA	\$28.03	\$38.05	NA	NA	\$27.96
NRC - DSO - Facility Termination - Disconnect Charge - Add'l	UTTD5	\$5.88	\$12.78	NA	NA	\$5.37	\$7.23	NA	NA	\$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-wire VG - Incremental Change-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	\$37.21	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - 2-wire VG - Incremental Change-Manual Svc Order - Add'l	SOMAN	\$27.57	NA	\$18.94	\$37.21	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - 2-wire VG - Incremental Change-Manual Svc Order-Disconnect-1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Change-Manual Svc Order-Disconnect-Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DSO - 64 kbps										
DSO - per mile per month	115XX	\$0.0339	\$0.0098	\$0.0222	\$0.0301	\$0.0384	\$0.0323	\$0.0282	\$0.0373	\$0.1730
DSO - Facility Termination per month	UTTD6	\$17.81	\$19.31	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - DSO - Facility Termination - 1st	UTTD6	\$107.11	\$81.11	\$76.61	\$142.31	\$76.20	\$106.72	\$137.48	\$136.44	\$55.39
NRC - DSO - Facility Termination - Add'l	UTTD6	\$48.27	\$54.83	\$36.08	\$56.21	\$34.54	\$48.83	\$52.58	\$51.37	\$17.37

BELLSOUTH/US, South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 2
Exhibit C
Rates - Page 45

NRC - DS0 - Facility Termination - Disconnect Charge - 1st	UITD6	\$37.16	\$31.01	NA	NA	NA	\$28.03	\$38.05	NA	NA	\$27.96
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	UITD6	\$5.88	\$12.78	NA	NA	NA	\$5.37	\$7.23	NA	NA	\$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - DS0 - Incremental Change - Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	\$37.21	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - DS0 - Incremental Change - Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	\$37.21	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - DS0 - Incremental Change - Manual Svc Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - DS0 - Incremental Change - Manual Svc Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1											
DS1 - per mile per month	1L5XX	\$0.6920	\$0.6013	\$0.4523	\$0.4500	\$0.7831	\$0.6598	\$0.0783	\$0.7598	\$0.3625	
DS1 - Facility Termination per month	UITF1	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83	
NRC - DS1 - Facility Termination - 1st	UITF1	\$198.15	\$45.91	\$147.07	\$298.18	\$140.49	\$196.28	\$217.17	\$216.27	\$145.98	
NRC - DS1 - Facility Termination - Add'l	UITF1	\$148.18	\$44.18	\$111.75	\$231.23	\$106.69	\$147.31	\$163.75	\$162.70	\$109.85	
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	UITF1	\$25.44	\$30.30	NA	NA	\$20.00	\$26.56	NA	NA	\$19.55	
NRC - DS1 - Facility Termination - Disconnect Charge - Add'l	UITF1	\$20.42	\$26.76	NA	NA	\$16.34	\$21.61	NA	NA	\$14.99	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	\$19.99	NA	NA	NA	\$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - DS1 - Incremental Change - Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA	
NRC - DS1 - Incremental Change - Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA	
NRC - DS1 - Incremental Change - Manual Svc Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.31	NA	NA	NA	
NRC - DS1 - Incremental Change - Manual Svc Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.31	NA	NA	NA	
Interoffice Transport - Dedicated - DS3											
DS3 - per mile per month	1L5XX	\$4.98	\$4.17	\$2.75	\$12.62	\$14.04	\$15.02	\$12.98	\$8.13	\$5.89	
DS3 - Facility Termination per month	UITF3	\$898.15	\$1,121.93	\$788.00	\$1,204	\$1,101	\$744.38	\$720.38	\$967.70	\$760.20	
NRC - DS3 - Facility Termination - 1st	UITF3	\$511.77	\$567.69	\$511.10	\$946.23	\$611.41	\$686.74	\$794.94	\$606.72	\$626.91	
NRC - DS3 - Facility Termination - Add'l	UITF3	\$330.92	\$325.61	\$330.77	\$516.89	\$304.90	\$477.76	\$579.55	\$423.45	\$311.39	
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	UITF3	\$121.72	\$111.56	\$122.31	NA	\$102.16	\$125.56	NA	NA	\$103.36	
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	UITF3	\$118.54	\$108.34	\$119.14	NA	\$99.46	\$118.79	NA	NA	\$100.59	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - DS3 - Incremental Change - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.96	\$93.12	\$50.25	\$64.97	\$91.26	\$54.26	NA	
NRC - DS3 - Incremental Change - Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.96	\$93.12	\$50.25	\$64.97	\$91.26	\$54.26	NA	
NRC - DS3 - Incremental Change - Manual Svc Order - Disconnect - 1st	SOMAN	\$19.03	NA	\$18.23	NA	\$20.94	\$27.08	NA	NA	NA	
NRC - DS3 - Incremental Change - Manual Svc Order - Disconnect - Add'l	SOMAN	\$19.03	NA	\$18.23	NA	\$20.94	\$27.08	NA	NA	NA	
Interoffice Transport - Dedicated - STS-1											
STS-1 - per mile per month	1L5XX	\$4.98	\$4.17	\$2.72	\$12.62	\$14.04	\$13.48	\$6.29	\$8.13	\$6.88	
STS-1 - Facility Termination per month	UITFS	\$895.41	\$1,105.98	\$783.63	\$1,204	\$1,101	\$692.52	\$690.94	\$967.58	\$760.20	
NRC - STS-1 - Facility Termination - 1st	UITFS	\$511.77	\$567.69	\$511.10	\$946.23	\$611.41	\$686.74	\$794.94	\$606.72	\$626.91	
NRC - STS-1 - Facility Termination - Add'l	UITFS	\$330.92	\$325.61	\$330.77	\$516.89	\$304.90	\$477.76	\$579.55	\$423.45	\$311.39	
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	UITFS	\$121.72	\$111.56	\$137.17	NA	\$102.16	\$125.56	NA	NA	\$103.36	
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	UITFS	\$118.54	\$108.34	\$119.14	NA	\$99.46	\$118.79	NA	NA	\$100.59	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - STS-1 - Incremental Change - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.96	\$93.12	\$50.25	\$64.97	\$91.26	\$54.26	NA	
NRC - STS-1 - Incremental Change - Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.96	\$93.12	\$50.25	\$64.97	\$91.26	\$54.26	NA	
NRC - STS-1 - Incremental Change - Manual Svc Order - Disconnect - 1st	SOMAN	\$19.03	NA	\$18.23	NA	\$20.94	\$27.08	NA	NA	NA	
NRC - STS-1 - Incremental Change - Manual Svc Order - Disconnect - Add'l	SOMAN	\$19.03	NA	\$18.23	NA	\$20.94	\$27.08	NA	NA	NA	

BELLSOUTH/US South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 2
Exhibit C
Rates - Page 46

NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	\$19.03	NA	\$3.17	NA	\$20.94	\$27.08	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$3.17	NA	\$20.94	\$27.08	NA	NA	NA	NA
Interoffice Transport - Dedicated - OC3											
OC3 - Facility Termination per month	1L5XX	\$7.35	\$8.24	\$4.37	\$27.97	\$23.89	\$18.35	\$14.10	\$9.75	\$13.45	
NRC - OC3 - Facility Termination - 1st		\$2.475	\$3,020.08	\$2,187.00	\$3,390	\$2,980	\$1,882.00	\$2,071	\$2,802	\$2,124	
NRC - OC3 - Facility Termination - Add'l		\$820.85	\$689.65	\$619.29	\$1,339	\$927.35	\$1,283.00	\$1,381	\$915.64	\$950.10	
NRC - OC3 - Facility Termination - Disconnect Change - 1st		\$317.48	\$312.05	\$317.38	\$516.89	\$304.90	\$404.90	\$509.93	\$410.02	\$311.39	
NRC - OC3 - Facility Termination - Disconnect Change - Add'l		\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36	
NRC - Manual Svc Order, per LSR	SOMAN	\$118.54	\$108.34	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59	
NRC - Electronic Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$94.77	\$54.26	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
Interoffice Transport - Dedicated - OC12											
OC12 - per mile per month	1L5XX	\$19.26	\$26.45	\$15.05	\$84.88	\$74.44	\$60.42	\$48.55	\$32.52	\$49.80	
OC12 - Facility Termination		\$9,763	\$11,599.14	\$8,202.00	\$12,344	\$11,517	\$7,182	\$7,676	\$11,132	\$8,015	
NRC - OC12 - Facility Termination - 1st		\$1,036	\$1,086.66	\$1,034.00	\$1,713	\$1,147	\$1,598	\$1,381	\$1,131	\$1,176	
NRC - OC12 - Facility Termination - Add'l		\$317.48	\$312.05	\$317.38	\$516.89	\$304.90	\$404.94	\$509.93	\$410.02	\$311.39	
NRC - OC12 - Facility Termination - Disconnect Chg - 1st		\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36	
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l		\$118.54	\$108.34	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	
NRC - Electronic Svc Order, per LSR	SOMEK	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	\$38.48	\$0.43	NA	NA	NA	NA	NA	NA	NA	
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$94.77	\$54.26	NA	
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	
Interoffice Transport - Dedicated - OC48											
OC48 - per mile per month	1L5XX	\$30.65	\$34.07	\$25.70	\$138.02	\$128.59	\$102.43	\$120.02	\$45.92	\$106.55	
OC48 - Facility Termination per month		\$11,691	#####	\$11,134.00	\$16,017	\$14,950	\$11,480	\$10,952	\$967.58	\$11,632	
NRC - OC48 - Facility Termination - 1st		\$1,424	\$1,199.42	\$1,137.00	\$1,497	\$1,451	\$1,351.00	\$1,561	\$1,170	\$1,170	
NRC - OC48 - Facility Termination - Add'l		\$1,036	\$1,086.66	\$1,034.00	\$1,713	\$1,147	\$1,598.00	\$1,722	\$1,131	\$1,176	
NRC - OC48 - Interface OC12 on OC48 - 1st		\$317.48	\$312.05	\$317.38	\$516.89	\$304.90	\$404.94	\$542.73	\$410.02	\$311.39	
NRC - OC48 - Interface OC12 on OC48 - Add'l		\$540.10	\$534.72	\$539.36	\$844.21	\$532.13	\$729.84	\$720.81	\$635.04	\$544.55	
NRC - OC48 - Facility Termination - Disconnect Chg - 1st		\$317.48	\$312.05	\$317.38	\$516.89	\$304.90	\$404.94	\$542.73	\$410.02	\$311.39	
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l		\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st		\$118.54	\$108.34	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		\$121.72	\$111.56	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36	
NRC - Manual Svc Order, per LSR	SOMAN	\$118.54	\$108.34	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59	
NRC - Electronic Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99	
NRC - Electronic Svc Order, per LSR disconnect	SOMEK	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	
NRC - OC48 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - OC48 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
NRC - OC48 - Interface - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$94.77	\$54.26	NA	
NRC - OC48 - Interface - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$94.77	\$54.26	NA	
NRC - OC48 - Interface - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$94.77	\$54.26	NA	
NRC - OC48 - Interface - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$94.77	\$54.26	NA	
NRC - OC48 - Interface - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-Add'l	SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$68.62	\$94.77	\$54.26	NA	
NRC - OC48 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA	

BELL SOUTHWEST, South Rates
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 2
Exhibit C
Rates - Page 47

NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elec-Disconnect-Add	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconnect-SOMAN	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconnect-SOMAN	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
UNBUNDLED CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System (28 DS1) per month										
NRC - 1st	MO3	\$225.36	\$220.97	\$182.04	\$236.32	\$245.84	\$229.30	\$226.81	\$200.01	\$222.98
NRC - Addl	MO3	\$265.87	\$356.40	\$265.91	\$425.41	\$269.76	\$356.80	\$351.95	\$321.54	\$265.08
NRC - 1st - Disconnect	MO3	\$188.51	\$188.00	\$188.78	\$303.33	\$182.64	\$247.40	\$243.76	\$234.30	\$185.94
NRC - Addl - Disconnect	MO3	\$71.76	\$61.64	\$72.50	NA	\$60.96	\$79.94	\$77.90	NA	\$61.09
per Interface per month (COCI)	UC1D1	\$52.03	\$58.98	\$59.96	NA	\$50.46	\$65.20	\$63.32	NA	\$50.31
NRC - 1st	UC1D1	\$17.22	\$14.40	\$11.02	\$8.52	\$7.55	\$5.58	\$4.61	\$11.99	\$3.91
NRC - Addl	UC1D1	\$12.05	\$13.16	\$12.02	\$15.86	\$12.29	\$15.85	\$15.76	\$12.05	\$12.61
NRC - Manual Svc Order, per LSR	UC1D1	\$8.69	\$9.43	\$8.66	\$11.36	\$8.80	\$11.35	\$11.28	\$8.68	\$9.03
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSR	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	\$15.61	NA	\$14.75	\$41.47	\$19.74	\$26.95	\$28.13	\$25.59	\$21.71
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Addl	SOMAN	\$7.39	NA	\$6.55	\$11.99	\$8.77	\$11.98	\$13.33	\$8.92	\$10.46
Incremental Cost-Manual Svc. Order vs. Elec-Disconnect - 1st	SOMAN	\$11.67	NA	\$10.80	NA	\$12.43	\$16.97	\$18.28	NA	\$14.21
Incremental Cost-Manual Svc. Order vs. Elec-Disconnect - Addl	SOMAN	\$0.9469	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46
DS1 Channelization (DS1 to DS0)										
per Channelized System (24 DS0) per month										
NRC - 1st	MO1	\$136.82	\$153.60	\$126.22	\$200.01	\$209.87	\$146.87	\$177.72	\$147.51	\$165.21
NRC - Addl	MO1	\$197.98	\$182.14	\$198.22	\$302.82	\$193.63	\$271.52	\$267.19	\$220.89	\$197.21
NRC - 1st - Disconnect	MO1	\$123.12	\$125.18	\$123.59	\$194.20	\$118.37	\$164.56	\$161.43	\$137.15	\$119.99
NRC - Addl - Disconnect	MO1	\$30.18	\$19.52	\$31.03	NA	\$26.44	\$36.38	\$34.55	NA	\$25.66
- Interface (COCI)	MO1	\$18.86	\$18.14	\$19.75	NA	\$16.83	\$11.98	\$21.14	NA	\$15.81
per OC48-Interface card per month (2.4 64kbs)										
NRC - 1st	ID1DD	\$1.66	\$2.20	\$1.86	\$2.94	\$3.12	\$2.86	\$2.88	\$2.34	\$2.46
NRC - Addl	ID1DD	\$12.05	\$13.16	\$12.02	\$15.98	\$12.29	\$15.85	\$15.76	\$12.05	\$12.61
per BRUTE card per month	UC1CA	\$8.69	\$9.43	\$8.66	\$11.36	\$8.80	\$11.35	\$11.28	\$8.68	\$9.03
NRC - 1st	UC1CA	\$3.41	\$3.83	\$3.71	\$4.04	\$4.18	\$3.88	\$3.76	\$4.21	\$3.33
NRC - Addl	UC1CA	\$12.05	\$13.16	\$12.02	\$15.98	\$12.29	\$15.85	\$15.76	\$12.05	\$12.61
per VG card per month (DS0)	ID1VG	\$0.8566	\$1.45	\$1.17	\$1.40	\$1.62	\$1.45	\$1.64	\$1.47	\$1.25
NRC - 1st	ID1VG	\$12.05	\$13.16	\$12.02	\$15.98	\$12.29	\$15.85	\$15.76	\$12.05	\$12.61
NRC - Addl	ID1VG	\$8.69	\$9.43	\$8.66	\$11.36	\$8.80	\$11.35	\$11.28	\$8.68	\$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	\$15.61	NA	\$14.75	\$41.47	\$19.74	\$26.95	\$28.13	\$25.59	\$21.71
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Addl	SOMAN	\$7.39	NA	\$6.55	\$11.99	\$8.77	\$11.98	\$13.33	\$8.92	\$10.46
Incremental Cost-Manual Svc. Order vs. Elec-Disconnect - 1st	SOMAN	\$11.67	NA	\$10.80	NA	\$12.43	\$16.97	\$18.28	NA	\$14.21
Incremental Cost-Manual Svc. Order vs. Elec-Disconnect - Addl	SOMAN	\$0.9469	NA	\$0.00	NA	NA	NA	\$1.48	NA	\$1.46
UNBUNDLED DARK FIBER										
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per month	UDF14	\$25.80	\$29.82	\$24.96	\$31.95	\$32.28	\$33.93	\$29.86	\$36.75	\$28.60
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	\$1,738.00	\$1,278.62	\$1,737.00	\$1,741.00	\$1,746.00	\$1,741.00	\$1,738.00	\$1,747.00	\$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Addl	UDF14	\$563.09	\$275.82	\$562.39	\$563.75	\$565.20	\$563.79	\$562.82	\$565.53	\$564.08
NRC - Disconnect-1st	UDF14	NA	\$587.84	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect-Addl	UDF14	NA	\$366.34	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, per month	UDF14	\$25.80	\$29.82	\$24.96	\$31.95	\$32.28	\$33.93	\$29.86	\$36.75	\$28.60

BELLSOUTH'S South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 2
Exhibit C
Rates - Page 48

NFC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	\$1,739.00	\$1,278.62	\$1,737.00	\$1,741.00	\$1,746.00	\$1,741.00	\$1,738.00	\$1,747.00	\$1,742.00
NFC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	\$563.09	\$276.82	\$562.39	\$563.75	\$565.20	\$563.79	\$562.82	\$565.53	\$564.08
NFC - Disconnect - 1st	UDFC4	NA	\$587.64	NA	NA	NA	NA	NA	NA	NA
NFC - Disconnect - Add'l	UDFC4	NA	\$386.34	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per m	1L5DL	\$70.82	\$58.35	\$54.63	\$49.07	\$64.72	\$71.55	\$56.47	\$100.37	\$80.06
NFC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	\$1,739.00	\$1,278.62	\$1,737.00	\$1,741.00	\$1,746.00	\$1,741.00	\$1,738.00	\$1,747.00	\$1,742.00
NFC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	\$563.09	\$276.82	\$562.39	\$563.75	\$565.20	\$563.79	\$562.82	\$565.53	\$564.08
NFC - Disconnect - 1st	UDFL4	NA	\$587.64	NA	NA	NA	NA	NA	NA	NA
NFC - Disconnect - Add'l	UDFL4	NA	\$386.34	NA	NA	NA	NA	NA	NA	NA
NOTES:										
Interim rates subject to true-up.										

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Unbundled Loop/Port Combinations (Note 4)										
MARKET RATES (INCLUDING ALL VERTICAL FEATURES) (Note 1)										
Density Zone 1 / Top 2 MSAs in BellSouth Region Customers with 4 or more DS0 Equivalent Currently Combined (Notes)										
2-Wire Voice Grade Line Port (Res. and Bus.)										
2-Wire Voice Grade Line Port (Res.), per month										
2-wire voice unbundled port - residence	UEPR	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled port with caller ID - residence	UEPRC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled port outgoing only - residence	UEPRO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPRM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAS	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing party port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing party port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$14.00	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with caller ID - residence (LWB)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF-2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Grade Line Port (Bus.), per month										
2-wire voice unbundled port without Caller ID	UEPBL	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled outgoing only port	UEPBO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice grade unbundled Alabama extended local dialing party port with caller ID	UEPAW	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing party port with caller ID	UEPBM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing party port with caller ID	UEPAX	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing party port with caller ID	UEPAY	NA	NA	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled incoming only port with Caller ID	UEPBI	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	\$14.00	\$14.00	NA	NA	NA	\$14.00	NA	\$14.00
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled TN Bus 2-Way Collville and Memphis Local Calling Port (BEP)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-Wire Voice Grade Loop (SL1) (Res. and Bus.)	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop Zone 1	UEPLX	NA	\$14.90	\$10.80	NA	\$14.05	NA	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop Zone 2	UEPLX	NA	\$18.51	\$12.47	NA	\$24.14	NA	NA	NA	\$15.92
RC - 2-Wire Voice Grade Loop Zone 3	UEPLX	NA	\$24.25	\$19.83	NA	\$49.30	NA	NA	NA	\$20.79
Combination Rates										\$27.18
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$28.18	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	\$28.90	\$24.80	NA	\$28.05	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	\$32.51	\$26.47	NA	\$38.14	NA	NA	NA	\$29.92
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	NA	\$38.25	\$33.83	NA	\$63.30	NA	NA	NA	\$34.79
Nonsecuring Charges										\$41.18
2-Wire Voice Grade Line Port (Res. And Bus.)										
NRC - 2-wire voice grade unbundled portloop combination - 1st, with charge	NA	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled portloop combination - Add'l, with charge	NA	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled portloop combination - 1st, no charge	NA	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled portloop combination - Add'l, no charge	NA	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	NA	NA	\$10.00	\$10.00	NA	\$10.00	NA	\$10.00	NA	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces	SOMEFC	NA	\$2.75	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual	SOMAN	NA	\$21.56	\$33.76	NA	\$31.92	NA	\$40.18	NA	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual	SOMAN	NA	\$21.56	\$7.86	NA	\$7.32	NA	\$9.45	NA	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	NA	NA	TBD	TBD	NA	\$2.11	NA	\$1.42	NA	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	NA	NA	TBD	TBD	NA	\$5.12	NA	\$10.27	NA	TBD
NRC - Electronic Service Order Disconnect	NA	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Manual Service Order Disconnect	NA	NA	\$3.94	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$20.00
2-Wire Voice Grade Loop with 2-Wire Line Port PBX										
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPRC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPRO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2 WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING	UEPPI	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
PORT	UEPA2	NA	NA	NA	NA	NA	NA	NA	NA	NA

186 of 433

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-wire voice grade unbundled port/loop combination - Add'l with charge		NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled port/loop combination - 1st, no charge		NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire voice grade unbundled port/loop combination - Add'l, no charge		NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-wire Voice Grade Loop/Line Port Combination - Subsequent		NA	\$10.00	\$10.00	\$10.00	\$10.00	NA	\$10.00	NA	\$10.00
Electronic, per LSH received from the CLEC by one of the OSS Interactive Interfaces (Note 7)		NA	\$2.75	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual	SOMEC	NA	\$21.56	\$33.67	NA	\$31.92	NA	\$40.18	NA	\$30.09
Update - Electronic	SOMAN	NA	\$21.56	\$7.88	NA	\$7.32	NA	\$9.45	NA	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database		NA	TBD	TBD	NA	\$2.11	NA	\$1.42	NA	TBD
Update - Manual Service Order		NA	TBD	TBD	NA	\$5.12	NA	\$10.27	NA	TBD
NRC - Electronic Service Order Disconnected		NA	\$0.42	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Manual Service Order Disconnected		NA	\$3.84	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$20.00

COST BASED RATES (Notes 2 & 3)

Currently Combined										
2-Wire Voice Grade Line Port (Res), per month										
2-wire voice unbundled port - residence	UEPRL	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unbundled port with caller ID - residence	UEPRC	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unbundled port outgoing only - residence	UEPRO	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAR	\$2.20	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPRM	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAS	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAT	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAQ	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$1.35	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (ACT)	UEPAH	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2RH)	UEPAK	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54

BELLSOUTH'S South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 2
Exhibit C
Rates - Page 53

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-Wire Voice Grade Line Port (Bus), per month	UEPBL	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unbundled port without Caller ID	UEPBC	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unbundled port with Caller-FA44 ID	UEPBO	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unbundled outgoing only port	UEPBO	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice grade unbundled Alabama extended local dialing parity port with caller ID	UEPAW	\$2.20	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled Kentucky extended local dialing parity port with caller ID	UEPBM	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-wire voice grade unbundled Louisiana extended local dialing parity port with caller ID	UEPAX	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice grade unbundled Mississippi extended local dialing parity port with caller ID	UEPAY	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice grade unbundled South Carolina extended local dialing parity port with caller ID	UEPAZ	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA
2-wire voice grade unbundled Tennessee extended local dialing parity port with caller ID	UEPAV	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unbundled incoming only port with Caller ID	UEPBT	\$2.20	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAB	NA	NA	NA	NA	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACOC)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-wire voice unbundled TN Bus 2-WAY Callville and Memphis Local Calling Port (B2P)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-Wire Voice Grade Loop (SL1)	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 1	UEPLX	\$14.35	\$14.90	\$10.80	\$14.79	\$14.05	\$14.59	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLX	\$23.31	\$18.51	\$12.47	\$27.68	\$24.14	\$19.33	NA	\$25.66	\$12.48
RC - 2-Wire Voice Grade Loop - Zone 3	UEPLX	\$42.24	\$24.25	\$19.83	\$47.78	\$49.30	\$27.83	NA	\$33.99	\$14.42
RC - 2-Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	\$21.77
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$16.46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	\$16.55	\$16.25	\$12.59	\$17.40	\$16.50	\$16.71	NA	\$20.71	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	\$25.51	\$19.86	\$14.26	\$30.29	\$26.69	\$21.45	NA	\$29.35	\$18.96
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	\$44.44	\$25.60	\$21.62	\$50.39	\$51.85	\$29.75	NA	\$37.88	\$26.31
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	\$38.59	NA	NA	NA
Nonrecurring Charges										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	\$2.80	\$0.1964	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	\$0.41	\$0.1964	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	\$2.80	\$0.1964	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	\$0.41	\$0.1964	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	USAS2	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual	SOMAN	\$40.71	\$21.56	\$33.67	\$19.99	\$31.92	\$43.52	\$40.18	\$43.19	\$30.69
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	SOMAN	\$9.58	\$21.56	\$7.88	\$19.99	\$7.32	\$9.99	\$9.45	\$9.91	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		\$1.44	TBD	TBD	TBD	\$2.11	\$2.87	\$1.42	\$0.71	\$0.76
NRC - Electronic Service Order Disconnect		\$8.25	TBD	TBD	TBD	\$5.12	\$6.88	\$10.27	\$8.91	\$7.97
NRC - Incremental Manual Service Order Disconnect		\$20.00	\$3.84	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

189 of 433

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Conversion - Switch As Is										
Each Addl Port										
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Conversion with changes -	USAC1	\$3.73	\$3.73	\$140.01	TBD	\$3.72	\$3.72	\$8.39	\$3.73	\$5.76
1st port										
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Conversion with changes -	USAC1	\$14.02	\$14.02	\$166.08	TBD	\$14.60	\$14.60	\$13.26	\$14.02	\$6.76
Each Addl port										
NRC - 2-Wire DID Subsequent Activity - Per Sync Order - Add Trunks, Per Trunk	USAC1	\$3.73	\$3.73	\$140.01	TBD	\$3.72	\$3.72	\$8.39	\$3.73	\$5.76
Electronic, per ISR received from the CLEC by one of the OSS interactive interfaces	USAS1	\$53.57	\$53.57	NA	NA	\$3.50	\$3.50	NA	\$53.57	NA
(Note 7)										
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Incremental Cost- Manual	SOME1	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Service Order - 1st										
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Incremental Cost- Manual	SOMAN	\$19.99	\$21.56	\$37.88	\$19.99	\$19.99	\$19.99	\$53.89	\$19.99	\$41.43
Service Order - Addl										
NRC - Electronic Service Order Disconnect	SOMAN	\$19.99	\$21.56	\$16.84	\$19.99	\$19.99	\$19.99	\$11.34	\$19.99	\$9.80
NRC - Incremental Manual Service Order Disconnect		\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42
Telephone Number/Trunk Group Establishment		\$20.00	\$3.84	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
DID Trunk Termination (one required per port)	NDT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers	NDZ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(FL, GA, NC, & SC only)										
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers	ND4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(AL, KY, LA, MS, & TN). In addition, Provides Additional DID Numbers for each	ND5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Group of 20 DID Numbers (Valid in All States)										
DID Numbers, non-consecutive										
2-Wire ISDN Digital Port per month	UEPBB	\$16.42	\$8.51	\$13.47	\$12.99	\$11.42	\$51.91	\$24.37	\$33.74	\$18.21
2-Wire ISDN Digital Port with 2-Wire ISDN Digital Port										
2-Wire ISDN Digital Grade Loop	USL2X	NA	NA	NA	NA	NA	NA	\$19.08	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	\$23.23	\$22.48	\$21.89	\$22.41	\$22.87	\$21.86	NA	\$26.68	\$16.20
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	\$27.74	\$27.90	\$26.27	\$31.10	\$37.63	\$28.97	NA	\$40.24	\$18.71
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	\$68.38	\$30.78	\$40.17	\$42.36	\$48.42	\$41.40	NA	\$33.29	\$28.25
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	NA	NA	NA	NA	NA	\$54.64	NA	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 4										
Combination Rates										
RC - 2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$43.45	NA	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port - Zone 1	Note 8	\$39.65	\$30.99	\$35.36	\$34.40	\$34.84	\$73.77	NA	\$60.42	\$34.41
RC - 2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port - Zone 2	Note 8	\$34.16	\$36.41	\$38.74	\$44.10	\$43.20	\$80.78	NA	\$73.98	\$36.92
RC - 2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port - Zone 3	Note 8	\$84.80	\$39.30	\$53.64	\$55.35	\$59.69	\$93.31	NA	\$87.03	\$46.46
RC - 2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	\$106.55	NA	NA	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-Wire ISDN Digital Port - 1st conversion	USACB	\$79.12	\$86.79	\$239.95	\$79.12	\$79.01	\$79.12	\$174.35	\$79.12	\$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-Wire ISDN Digital Port - Addl conversion	USACB	\$54.04	\$54.04	\$156.92	\$54.04	\$53.97	\$54.04	\$174.35	\$54.04	\$117.23
Subsequent Activity	USASB	\$53.50	\$53.50	\$53.50	\$53.50	\$53.50	\$53.50	\$53.50	\$53.50	\$212.88
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Change, Electronic, per ISR received from the CLEC by one of the OSS interactive interfaces	SOME1	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
(Note 7)										
NRC - 2-Wire ISDN Digital Grade Loop/2-Wire ISDN Digital Port - Incremental Cost- Manual Service Order - 1st	SOMAN	\$19.99	\$21.56	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - 2-Wire ISDN Digital Grade Loop/2-Wire ISDN Digital Port - Incremental Cost- Manual Service Order - Addl	SOMAN	\$19.99	\$21.56	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Electronic Service Order Disconnect		\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	\$0.42
NRC - Incremental Manual Service Order Disconnect		\$20.00	\$3.84	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	\$186.02	\$96.39	\$163.16	\$113.21	\$107.55	\$213.21	\$179.01	\$214.79	\$78.40
4 - Wire DS1 Digital Loop										
RC - 4 - Wire DS1 Digital Loop - Statewide	US14P	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
RC - 4 - Wire DS1 Digital Loop - Zone 1	US14P	\$51.74	\$92.48	\$55.53	\$106.04	\$100.70	\$50.99	NA	\$59.61	\$57.73
RC - 4 - Wire DS1 Digital Loop - Zone 2	US14P	\$84.05	\$119.68	\$3.21	\$135.15	\$129.12	\$67.58	NA	\$89.90	\$75.40
RC - 4 - Wire DS1 Digital Loop - Zone 3	US14P	\$152.29	\$194.70	\$101.93	\$186.26	\$344.16	\$96.58	NA	\$119.06	\$98.59
RC - 4 - Wire DS1 Digital Loop - Zone 4	US14P	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
Combination Rates										
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$241.72	NA	NA
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Zone 1	Note 8	\$237.76	\$187.87	\$218.69	\$219.25	\$208.25	\$264.20	NA	\$274.40	\$136.13
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Zone 2	Note 8	\$270.07	\$215.07	\$227.29	\$248.36	\$236.67	\$280.79	NA	\$304.69	\$153.80
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Zone 3	Note 8	\$338.31	\$290.08	\$265.09	\$299.47	\$451.57	\$309.79	NA	\$333.85	\$176.99
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	\$340.68	NA	NA	NA
Local Number Portability										
Local Number Portability (1 per port)	LNPCN	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75	\$1.75
Interface (Provisioning Only)										
Voice/Data	PR71V	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Digital Data	PR71D	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Inward Data	PR71E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Recurring Charges										
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	\$240.30	\$247.97	\$269.96	\$240.30	\$239.95	\$240.30	\$481.51	\$240.30	\$328.53
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port Combination -	USACP	\$157.17	\$157.17	\$269.96	\$157.17	\$156.94	\$157.17	\$481.51	\$157.17	\$328.53
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port -	USACP	\$29.06	\$29.06	\$28.71	\$29.06	\$29.01	\$29.06	\$36.92	\$29.06	\$28.39
Subsequent Channel Activation - Per Channel	PR71G	\$0.98	\$0.9804	\$0.9886	\$0.98	\$0.98	\$0.98	\$1.17	\$0.98	\$0.9853
Subsequent Inward/2-way Telephone Numbers	PR71P	\$23.02	\$23.02	\$22.75	\$23.02	\$22.99	\$23.02	\$28.17	\$23.02	\$22.36
Subsequent Outward Telephone Numbers	PR71T	\$46.05	\$46.05	\$45.49	\$46.05	\$45.98	\$46.05	\$56.33	\$46.05	\$44.71
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port Combination -	USASP	\$147.47	\$147.47	\$147.47	\$147.47	\$147.47	\$147.47	\$285.25	\$147.47	\$189.76
Subsequent Inward Telephone Numbers	PR71Z	\$46.05	\$46.05	\$45.49	\$46.05	\$45.98	\$46.05	\$56.33	\$46.05	\$44.71
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port Combination -	USASP	\$147.47	\$147.47	\$147.47	\$147.47	\$147.47	\$147.47	\$285.25	\$147.47	\$189.76
Subsequent Service Order Per Order	SOMAN	\$19.99	\$21.56	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Incremental Cost -	SOMAN	\$19.99	\$21.56	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
Manual Service Order - 1st	SOMAN	\$19.99	\$21.56	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
Manual Service Order - Addl	SOMAN	\$19.99	\$21.56	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Electronic Service Order Disconnect	SOMAN	\$19.99	\$21.56	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Incremental Manual Service Order Disconnect	SOMAN	\$19.99	\$21.56	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port										
4 - Wire DDITS Digital Trunk Port (Formerly DID Trunk Port)	UDDIT	\$130.23	\$63.31	\$120.90	\$83.28	\$149.27	\$146.46	\$123.65	TBD	\$120.00
4 - Wire DS1 Digital Loop										
4 - Wire DS1 Digital Loop - Statewide	US1DC	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
4 - Wire DS1 Digital Loop - Zone 1	US1DC	\$51.74	\$92.48	\$55.53	\$106.04	\$96.32	\$50.99	NA	\$59.61	\$57.73
4 - Wire DS1 Digital Loop - Zone 2	US1DC	\$84.05	\$119.68	\$3.21	\$135.15	\$129.12	\$67.58	NA	\$89.90	\$75.40
4 - Wire DS1 Digital Loop - Zone 3	US1DC	\$152.29	\$194.70	\$101.93	\$186.26	\$344.16	\$96.58	NA	\$119.06	\$98.59
4 - Wire DS1 Digital Loop - Zone 4	US1DC	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
Combination Rates										
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$186.36	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 1	Note 8	\$181.97	\$128.00	\$176.33	\$189.32	\$205.59	\$197.45	NA	TBD	\$93.28
4 - Wire DS1 Digital Loop with 4 - Wire DDITS Trunk Port - Zone 2	Note 8	\$214.28	\$158.02	\$184.93	\$218.43	\$246.00	\$214.04	NA	TBD	\$110.95

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - Zone 3	Note 8	\$282.62	\$272.24	\$222.73	\$289.54	\$346.84	\$243.04	NA	TBD	\$134.14
4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - Zone 4	Note 8	NA	NA	NA	NA	NA	\$273.93	NA	NA	NA
Local number Portability per DSO Activated	LNFCP	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15
Central Office Terminating Point	CTG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone Number / Trunk Group establishment										
Telephone Number for 2-Way Trunk Group	UDTGX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone Number for 1-Way Outward Trunk Group	UDTGY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Telephone Number for 1-Way Inward Trunk Group Without DID	UDTIGZ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (FL, GA, NC, & SC only)	NDZ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers (AL, KY, LA, MS, & TN). In addition, Provides Additional DID Numbers for each Group of 20 DID Numbers (Valid in All States)	ND4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DID Numbers, Non-consecutive DID Numbers, Per Number	ND5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel Mileage - (Dedicated DST) FAFCO for 4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port										
Fixed cost 0-8 miles (Facilities Termination)	11NO1	\$79.69	\$82.62	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
Additional costs per mile 0-8 miles	11NOA	\$0.6920	\$0.2000	\$0.3088	\$0.4500	\$0.7831	\$0.6598	\$0.0783	\$0.7598	\$0.3525
Fixed cost 9-25 miles (Facilities Termination)	11NO2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional costs per mile 9-25 miles	11NOB	\$0.6920	\$0.2000	\$0.3088	\$0.4500	\$0.7831	\$0.6598	\$0.0783	\$0.7598	\$0.3525
Fixed cost 25+ miles (Facilities Termination)	11NO3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional costs 25+ miles	11NOC	\$0.6920	\$0.2000	\$0.3088	\$0.4500	\$0.7831	\$0.6598	\$0.0783	\$0.7598	\$0.3525
Enhanced Performance Charges										
Enhanced Performance Charges - as negotiated in contract	UDTPC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Non-recurring Charges										
NRC - 4-Wire DST Digital Loop with 4-Wire DDITS Trunk Port Combination - OSS LSR Change, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 4-Wire DST Digital Loop with 4-Wire DDITS Trunk Port - Incremental Cost- Manual Service Order - 1st	SOMAN	\$19.99	\$21.56	\$37.88	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - 4-Wire DST Digital Loop with 4-Wire DDITS Trunk Port - Incremental Cost- Manual Service Order - Addl	SOMAN	\$19.99	\$21.56	\$16.84	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
NRC - Electronic Service Order Disconnect		TBD	\$0.42	TBD	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Incremental Manual Service Order Disconnect		\$20.00	\$3.84	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
NRC - 4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - Conversion - Switch as is - 1st	USAC4	TBD	\$268.82	\$269.96	\$261.15	\$266.76	TBD	\$490.38	TBD	\$312.91
NRC - 4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - Conversion - Switch as is - Additional	USAC4	TBD	\$134.07	\$269.96	\$134.08	\$123.16	TBD	\$490.38	TBD	\$312.91
NRC - 4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with DSI changes - 1st	USAWA	TBD	\$268.82	\$269.96	\$261.15	\$266.76	TBD	\$490.38	TBD	\$312.91
NRC - 4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with DSI changes - Additional	USAWA	TBD	\$134.07	\$269.96	\$134.08	\$123.16	TBD	\$490.38	TBD	\$312.91
NRC - 4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with Change - Trunks - 1st	USAWB	TBD	\$268.82	\$269.96	\$261.15	\$266.76	TBD	\$490.38	TBD	\$312.91
NRC - 4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - Conversion with Change - Trunks - Additional	USAWB	TBD	\$134.07	\$269.96	\$134.08	\$123.16	TBD	\$490.38	TBD	\$312.91
NRC - 4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order	USAS4	TBD	\$54.00	\$147.47	TBD	\$68.57	TBD	\$127.63	TBD	\$94.88
NRC - 4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - New - 1st	UDDT	NA	NA	\$858.30	NA	NA	NA	NA	NA	NA
NRC - 4 - Wire DST Digital Loop with 4 - Wire DDITS Trunk Port - New - 1st - Disconnected	UDDT	NA	NA	\$514.02	NA	NA	NA	NA	NA	NA

193 of 433

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEP12	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEP1D	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEP12	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEP10	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED PBX TOL TERMINAL HOTEL PORTS	UEPXB	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LD AREA CALLING PORT	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXY	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPYK	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPYL	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPYM	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPYN	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MISSISSIPPI LOCAL CALLING PORT	UEPXS	\$2.20	\$1.35	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGION/SEV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	\$4.54
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
2-Wire Voice Grade Loop (SL1)										
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 1	UEPLX	\$14.35	\$14.90	\$10.80	\$14.79	\$14.05	\$14.59	NA	\$17.02	\$12.48
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLX	\$23.31	\$18.51	\$12.47	\$27.69	\$24.14	\$19.33	NA	\$25.68	\$14.42
RC - 2-Wire Voice Grade Loop - Zone 3	UEPLX	\$42.24	\$24.25	\$19.83	\$47.78	\$49.30	\$27.63	NA	\$33.99	\$21.77
RC - 2-Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	\$36.47	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$16.46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	\$16.55	\$16.25	\$12.59	#VALUE!	\$16.60	\$16.71	NA	\$20.71	\$17.02
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	\$25.51	\$19.86	\$14.26	#VALUE!	\$26.69	\$21.45	NA	\$29.35	\$18.96
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	\$44.44	\$25.60	\$21.82	#VALUE!	\$51.85	\$29.75	NA	\$37.69	\$26.31
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	\$38.59	NA	NA	NA

Attachment 2
Exhibit C
Rates - Page 60

195 of 433

**BELLSOUTH/S. SOUTH RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS**

Attachment 2
Exhibit C
Rates - Page 61

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnected - Add'l		NA	NA	\$3.91	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMECC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st		NA	NA	\$37.06	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l		NA	NA	\$8.19	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic		NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order		NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnected		NA	NA	\$11.17	NA	NA	NA	NA	NA	NA
All Other Loop/Port Combinations										
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNFCX	TBD	TBD	Not 2	TBD	TBD	TBD	TBD	TBD	TBD
NOTES:										
Interim rates subject to true-up.										
1 Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.										
2 In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations unless otherwise identified.										
3 In the absence of ordered rates by a State Commission, the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNES which make up the combinations, and the nonrecurring rates shall be as set forth in this section.										
4 End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements.										
5 Deleted										
6 Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf to view Geographically Deaveraged UNE Zone										
7 In the absence of ordered OSS rates by a state commission, BellSouth will offer nationwide rates										
8 There is not a unique combination USOC. CLEC should submit the loop and port USOCs.										
9 Rates in TN and FL are interim and shall be true-up when final rates are ordered.										

ENHANCED EXTENDED LINKS (EELs)												
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).												
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
Recurring Charges												
2-wire VG Loop per month, statewide	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	NA	\$20.52	\$15.40	NA	\$17.65	NA	TBD	NA	NA	NA	NA
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	NA	TBD	\$17.78	NA	\$30.32	NA	TBD	NA	NA	NA	\$15.54
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	NA	TBD	\$28.26	NA	\$61.93	NA	TBD	NA	NA	NA	\$19.55
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$28.02
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.5753	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$99.79	\$78.47	NA	\$93.40	NA	\$71.29	NA	\$0.3525	NA	\$0.3525
VG (COCL) Interface card per month	MO1	NA	\$153.60	\$18.23	NA	\$209.87	NA	\$177.72	NA	\$75.83	NA	\$165.21
Non-Recurring Charges - New EEL (Note 2)(Note 3)	1D1VG	NA	\$1.45	\$2.20	NA	\$1.62	NA	\$1.64	NA	\$1.25	NA	\$1.25
NRC-DS1 Interoffice Facility Termination - 1st	U1TF1	NA	\$171.01	\$142.64	NA	\$160.49	NA	\$217.17	NA	\$165.53	NA	\$165.53
NRC-DS1 Interoffice Facility Termination - Add'l	U1TF1	NA	\$101.84	\$84.87	NA	\$123.03	NA	\$163.75	NA	\$124.84	NA	\$124.84
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	\$98.02	\$77.54	NA	\$128.42	NA	\$142.97	NA	\$103.76	NA	\$103.76
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	\$35.15	\$51.57	NA	\$93.60	NA	\$106.56	NA	\$65.84	NA	\$65.84
NRC-DS1 Channelization System - 1st	MO1	NA	\$275.18	\$206.09	NA	\$220.07	NA	\$193.63	NA	\$222.87	NA	\$222.87
NRC-DS1 Channelization System - Add'l	MO1	NA	\$137.77	\$137.06	NA	\$135.20	NA	\$118.37	NA	\$135.80	NA	\$135.80
NRC-VG(COCL)Interface card - 1st	1D1VG	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	\$12.61	NA	\$12.61
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Elector	1D1VG	NA	\$8.77	\$8.66	NA	\$8.80	NA	\$11.28	NA	\$9.03	NA	\$9.03
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	\$33.63	NA	\$242.20	NA	\$66.20	NA	\$19.99	NA	\$19.99
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	\$27.49	NA	\$153.37	NA	\$51.40	NA	NA	NA	NA
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	\$19.88	NA	\$45.91	NA	NA	NA	NA	NA	NA
NRC-2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual	SOMAN	NA	NA	\$11.85	NA	\$8.06	NA	NA	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:												
Recurring Charges												
4-wire VG Loop per month	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	NA	\$24.26	\$22.88	NA	\$24.36	NA	\$27.49	NA	\$15.92	NA	\$15.92
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	NA	\$35.51	\$26.42	NA	\$41.85	NA	NA	NA	\$20.79	NA	\$20.79
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	NA	\$78.35	\$41.99	NA	\$86.47	NA	NA	NA	\$27.18	NA	\$27.18
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.5753	NA	\$0.3525	NA	\$0.3525
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$99.79	\$78.47	NA	\$93.40	NA	\$71.29	NA	\$75.83	NA	\$75.83
VG (COCL) Interface card per month	MO1	NA	\$153.60	\$18.23	NA	\$209.87	NA	\$177.72	NA	\$165.21	NA	\$165.21
Non-Recurring Charges - New EEL (Note 2) (Note 3)	1D1VG	NA	\$1.45	\$2.67	NA	\$1.62	NA	\$1.64	NA	\$1.25	NA	\$1.25
NRC-DS1 Interoffice Facility Termination - 1st	U1TF1	NA	\$171.01	\$142.64	NA	\$160.49	NA	\$217.17	NA	\$165.53	NA	\$165.53
NRC-DS1 Interoffice Facility Termination - Add'l	U1TF1	NA	\$101.84	\$84.87	NA	\$123.03	NA	\$163.75	NA	\$124.84	NA	\$124.84
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	\$329.76	\$228.99	NA	\$128.42	NA	\$228.47	NA	\$1103.76	NA	\$1103.76
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	\$178.91	\$203.26	NA	\$93.60	NA	\$237.45	NA	\$65.84	NA	\$65.84
NRC-DS1 Channelization System - 1st	MO1	NA	\$275.18	\$206.09	NA	\$220.07	NA	\$193.63	NA	\$222.87	NA	\$222.87
NRC-DS1 Channelization System - Add'l	MO1	NA	\$137.77	\$137.06	NA	\$135.20	NA	\$118.37	NA	\$135.80	NA	\$135.80
NRC-VG(COCL)Interface card - 1st	1D1VG	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	\$12.61	NA	\$12.61
NRC-2-wire VG Local Loop and 4-wire VG Local Loop Combination - Electronic Sys	1D1VG	NA	\$8.77	\$8.66	NA	\$8.80	NA	\$11.28	NA	\$9.03	NA	\$9.03
NRC-2-wire VG Local Loop and 4-wire VG Local Loop Combination - Manual Sys	SOMAN	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual Sys	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual Sys	SOMAN	NA	NA	\$33.63	NA	\$242.20	NA	\$66.20	NA	\$19.99	NA	\$19.99
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual Sys	SOMAN	NA	NA	\$27.49	NA	\$153.37	NA	\$51.40	NA	NA	NA	NA
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual Sys	SOMAN	NA	NA	\$19.88	NA	\$45.91	NA	NA	NA	NA	NA	NA
NRC-DS1 Interoffice Channel and 4-wire VG Local Loop Combination - Manual Sys	SOMAN	NA	NA	\$11.85	NA	\$8.06	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable).												
DS1 Interoffice Channel and 2-wire ISDN Local Loop:												
Recurring Charges												
2-wire ISDN Loop per month	U11.2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire ISDN Loop per month, Zone 1 (Note 1)	U11.2X	NA	\$32.34	\$21.89	NA	NA	NA	NA	NA	NA	NA	NA
2-wire ISDN Loop per month, Zone 2 (Note 1)	U11.2X	NA	\$47.35	\$25.27	NA	NA	NA	NA	NA	NA	NA	\$15.54
2-wire ISDN Loop per month, Zone 3 (Note 1)	U11.2X	NA	\$104.47	\$40.17	NA	NA	NA	NA	NA	NA	NA	\$28.02
2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	11.5XX	NA	\$0.6013	\$0.4523	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Channelized System per month	U11F1	NA	\$99.79	\$78.47	NA	NA	NA	NA	NA	NA	NA	\$0.3525
2-wire ISDN(BRTE COC) per month	MO1	NA	\$153.60	\$18.23	NA	NA	NA	NA	NA	NA	NA	\$75.83
Non-Recurring Charges - New EEL (Note 2)(Note 3)												
NRC-DS1 Interoffice Facility Termination - 1st	UC1CA	NA	\$3.83	\$3.71	NA	NA	NA	NA	NA	NA	NA	\$3.33
NRC-DS1 Interoffice Facility Termination - Add'l	U11F1	NA	\$171.01	\$142.64	NA	NA	NA	NA	NA	NA	NA	\$165.53
NRC-2-wire ISDN Local Loop - 1st	U11.2X	NA	\$101.84	\$94.87	NA	NA	NA	NA	NA	NA	NA	\$124.84
NRC-2-wire ISDN Local Loop - Add'l	U11.2X	NA	\$329.76	\$77.54	NA	NA	NA	NA	NA	NA	NA	\$58.50
NRC-DS1 Channelization System - 1st	MO1	NA	\$148.55	\$51.57	NA	NA	NA	NA	NA	NA	NA	\$31.00
NRC-DS1 Channelization System - Add'l	MO1	NA	\$275.18	\$206.09	NA	NA	NA	NA	NA	NA	NA	\$222.87
NRC-2-wire BRTE(COC)Interface card - 1st	UC1CA	NA	\$137.77	\$137.08	NA	NA	NA	NA	NA	NA	NA	\$135.80
NRC-2-wire BRTE(COC)Interface card - Add'l	UC1CA	NA	\$12.16	\$12.02	NA	NA	NA	NA	NA	NA	NA	\$12.61
NRC-DS1 Interoffice channel and 2-wire ISDN Local Loop Combination - Electronic	SOMEC	NA	\$8.77	\$8.66	NA	NA	NA	NA	NA	NA	NA	\$9.03
NRC-DS1 Interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	\$3.17	\$3.50	NA	NA	NA	NA	NA	NA	NA	\$3.50
NRC-DS1 Interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 Interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$33.63	NA	NA	NA	NA	NA	NA	NA	NA
NRC-DS1 Interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	NA	NA	NA
NRC-DS1 Interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$19.88	NA	NA	NA	NA	NA	NA	NA	NA
NRC-DS1 Interoffice channel and 2-wire ISDN Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$11.85	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:												
Recurring Charges												
4-wire 56kbps Loop per month	UD1.56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire 56kbps Loop per month, Zone 1 (Note 1)	UD1.56	NA	\$39.08	\$26.44	NA	NA	NA	NA	NA	NA	NA	\$36.45
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UD1.56	NA	\$57.21	\$26.42	NA	NA	NA	NA	NA	NA	NA	\$45.87
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UD1.56	NA	\$126.22	\$46.53	NA	NA	NA	NA	NA	NA	NA	\$65.75
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	11.5XX	NA	\$0.6013	\$0.4523	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Channelized System per month	U11F1	NA	\$99.79	\$78.47	NA	NA	NA	NA	NA	NA	NA	\$0.3525
4-wire 56kbps card COC per month	MO1	NA	\$153.60	\$18.23	NA	NA	NA	NA	NA	NA	NA	\$75.83
Non-Recurring Charges - New EEL (Note 2)(Note 3)												
NRC-DS1 Interoffice Facility Termination - 1st	U11F1	NA	\$171.01	\$142.64	NA	NA	NA	NA	NA	NA	NA	\$2.46
NRC-DS1 Interoffice Facility Termination - Add'l	U11F1	NA	\$101.84	\$94.87	NA	NA	NA	NA	NA	NA	NA	\$165.53
NRC-4-wire 56kbps Local Loop - 1st	UD1.56	NA	\$329.76	\$95.14	NA	NA	NA	NA	NA	NA	NA	\$124.84
NRC-4-wire 56kbps Local Loop - Add'l	UD1.56	NA	\$148.55	\$206.98	NA	NA	NA	NA	NA	NA	NA	\$643.00
NRC-DS1 Channelization System - 1st	MO1	NA	\$275.18	\$206.09	NA	NA	NA	NA	NA	NA	NA	\$421.28
NRC-DS1 Channelization System - Add'l	MO1	NA	\$137.77	\$137.06	NA	NA	NA	NA	NA	NA	NA	\$222.87
NRC-4-wire 56kbps(COC)Interface card - 1st	ID1DD	NA	\$12.16	\$12.02	NA	NA	NA	NA	NA	NA	NA	\$135.80
NRC-4-wire 56kbps(COC)Interface card - Add'l	ID1DD	NA	\$8.77	\$8.66	NA	NA	NA	NA	NA	NA	NA	\$12.61
NRC-DS1 Interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic	SOMEC	NA	\$3.17	\$3.50	NA	NA	NA	NA	NA	NA	NA	\$9.03
NRC-DS1 Interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 Interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$33.63	NA	NA	NA	NA	NA	NA	NA	NA
NRC-DS1 Interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$27.49	NA	NA	NA	NA	NA	NA	NA	NA
NRC-DS1 Interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$19.88	NA	NA	NA	NA	NA	NA	NA	NA
NRC-DS1 Interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc	SOMAN	NA	NA	\$11.85	NA	NA	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable).									
DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:									
Recurring Charges									
4-wire 64kbps Loop per month	UDL64	NA	NA	NA	NA	NA	NA	NA	NA
4-wire 64kbps Loop per month, Zone 1 (Note 1)	UDL64	NA	\$39.08	\$26.44	NA	\$27.50	NA	TBD	NA
4-wire 64kbps Loop per month, Zone 2 (Note 1)	UDL64	NA	\$57.21	\$30.53	NA	\$47.24	NA	TBD	\$36.45
4-wire 64kbps Loop per month, Zone 3 (Note 1)	UDL64	NA	\$126.22	\$46.53	NA	\$96.48	NA	TBD	\$45.87
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	\$65.75
Interoffice Channel - Dedicated - DS1 - per mile per month	1L6XX	NA	\$0.6013	\$0.4523	NA	\$0.7831	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	UTTF1	NA	\$99.79	\$78.47	NA	\$93.40	NA	\$17.29	\$0.3525
4-wire 64kbps card COCI per month	MQ1	NA	\$153.60	\$18.23	NA	\$209.87	NA	\$177.72	\$75.83
Non-Recurring Charges - New EEL (Note 2) (Note 3)	1D1DD	NA	\$1.06	\$1.06	NA	\$3.12	NA	\$2.88	\$2.46
Non-Recurring Charges - New EEL (Note 2) (Note 3)									
NRC-DS1 Interoffice - 1st	UTTF1	NA	\$171.01	\$142.64	NA	\$160.49	NA	\$217.17	\$165.53
NRC-DS1 Interoffice - Add'l	UTTF1	NA	\$101.84	\$94.87	NA	\$123.03	NA	\$163.76	\$124.84
NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	\$329.76	\$395.14	NA	\$333.28	NA	\$489.04	\$103.76
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	\$148.55	\$206.98	NA	\$230.50	NA	\$337.51	\$65.84
NRC-DS1 Channelization System - 1st	MQ1	NA	\$275.18	\$206.09	NA	\$220.07	NA	\$301.74	\$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	\$137.77	\$137.06	NA	\$136.20	NA	\$288.33	\$136.80
NRC-4-wire 64kbps(COC)Interface card - 1st	1D1DD	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$15.76	\$12.61
NRC-4-wire 64kbps(COC)Interface card - Add'l	1D1DD	NA	\$8.77	\$8.86	NA	\$8.80	NA	\$11.28	\$9.03
NRC-DS1 Interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic	SOMEC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50
NRC-DS1 Interoffice channel and 4-wire 64kbps Local Loop Combination - Manual S	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 Interoffice channel and 4-wire 64kbps Local Loop Combination - Manual S	SOMAN	NA	NA	\$33.63	NA	\$242.20	NA	\$65.01	NA
NRC-DS1 Interoffice channel and 4-wire 64kbps Local Loop Combination - Manual S	SOMAN	NA	NA	\$27.49	NA	\$153.37	NA	\$50.83	NA
NRC-DS1 Interoffice channel and 4-wire 64kbps Local Loop Combination - Manual S	SOMAN	NA	NA	\$19.88	NA	\$45.91	NA	NA	NA
NRC-DS1 Interoffice channel and 4-wire 64kbps Local Loop Combination - Manual S	SOMAN	NA	NA	\$11.85	NA	\$8.06	NA	NA	NA
DS1 Interoffice Channel and DS1 Interoffice Local Loop:									
Recurring Charges									
DS1 Loop per month	USLXX	NA	NA	NA	NA	NA	NA	\$62.78	NA
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	\$64.69	\$52.40	NA	\$56.32	NA	TBD	NA
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	\$94.71	\$60.51	NA	\$96.73	NA	TBD	NA
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	\$208.93	\$96.18	NA	\$197.57	NA	TBD	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.5753	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	UTTF1	NA	\$99.79	\$78.47	NA	\$93.40	NA	\$71.29	NA
Non-Recurring Charges - New EEL (Note 2) (Note 3)									
NRC-DS1 Interoffice - 1st	UTTF1	NA	\$171.01	\$142.64	NA	\$160.49	NA	\$217.17	NA
NRC-DS1 Interoffice - Add'l	UTTF1	NA	\$101.84	\$94.87	NA	\$123.03	NA	\$163.76	NA
NRC-DS1 Local Loop - 1st	USLXX	NA	\$62.78	\$62.44	NA	\$60.73	NA	\$74.84	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	\$37.43	\$231.49	NA	\$293.92	NA	\$421.47	NA
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Electronic Svc Ord	SOMEC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$33.63	NA	\$242.20	NA	\$65.01	NA
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$27.49	NA	\$153.37	NA	\$50.83	NA
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$19.88	NA	\$45.91	NA	NA	NA
NRC-DS1 Interoffice channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$11.85	NA	\$8.06	NA	NA	NA
DS3 Interoffice Channel and DS3 Local Loop:									
Recurring Charges									
DS3 Loop per Facility Termination per month	UE3PX	NA	\$404.58	\$390.34	NA	\$669.01	NA	\$387.01	NA
DS3 Loop per mile	1L5ND	NA	\$11.77	\$8.90	NA	\$30.34	NA	\$32.53	NA
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	UTTF3	NA	\$1,121.93	\$717.60	NA	\$1,101	NA	\$720.98	\$760.20
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA	\$4.17	\$6.46	NA	\$14.04	NA	\$12.98	\$5.89
Non-Recurring Charges - New EEL (Note 2) (Note 3)									

Attachment 2
Exhibit C
Rates - Page 65

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).									
NHC- DS3 Interoffice - 1st	UTIF3	NA	\$154.30	\$633.41	NA	\$713.57	NA	\$729.27	
NHC- DS3 Interoffice - Add'l	UTIF3	NA	\$72.50	\$449.91	NA	\$404.36	NA	\$411.98	
NHC- DS3 Local Loop - 1st	UE3PX	NA	\$1020.45	\$761.81	NA	\$811.30	NA	\$829.52	

BELLSOUTH/US South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 66

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).										
Interoffice Channel and DS1 Local Loop:										
NRC-DS3 Local Loop - Add'l	UEAPX	NA	\$513.74	\$545.54	NA	\$502.09	NA	\$542.73	NA	\$512.23
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Ord	SOMEC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$37.55	NA	\$100.50	NA	\$83.19	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$37.55	NA	\$100.50	NA	\$83.19	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$18.03	NA	\$41.88	NA	NA	NA	NA
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$18.03	NA	\$41.88	NA	NA	NA	NA
STS-1 Interoffice Channel and STS-1 Local Loop:										
Recurring Charges										
STS-1 Loop per Facility Termination per month	UDLS1	NA	\$446.09	\$421.59	NA	\$497.08	NA	\$387.01	NA	\$400.21
STS-1 Loop per mile	UL5ND	NA	\$11.77	\$8.90	NA	\$38.98	NA	\$32.53	NA	\$30.53
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	UTTS	NA	\$1,105.98	\$788.00	NA	\$1,101	NA	\$800.94	NA	\$838.65
Interoffice Channel - Dedicated - STS-1 - per mile per month	UL5XX	NA	\$4.17	\$2.72	NA	\$14.04	NA	\$6.29	NA	\$6.88
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC-STS-1 interoffice - 1st	UTTS	NA	\$154.30	\$633.41	NA	\$713.57	NA	\$624.86	NA	\$961.62
NRC-STS-1 interoffice - Add'l	UTTS	NA	\$77.50	\$449.91	NA	\$404.36	NA	\$436.36	NA	\$825.84
NRC-STS-1 Local Loop - 1st	UDLS1	NA	\$1,020.45	\$761.81	NA	\$811.30	NA	\$964.04	NA	\$829.52
NRC-STS-1 Local Loop - Add'l	UDLS1	NA	\$513.74	\$545.54	NA	\$502.09	NA	\$542.73	NA	\$512.23
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic Svc Ord	SOMEC	NA	\$25.40	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$37.96	NA	\$100.50	NA	\$123.62	NA	\$19.99
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$37.96	NA	\$100.50	NA	\$123.62	NA	\$19.99
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$18.23	NA	\$41.88	NA	\$94.76	NA	NA
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$18.23	NA	\$41.88	NA	NA	NA	NA
DS3 Interoffice Channel and DS1 Local Loop:										
DS3 interoffice channel and DS1 Local Loop	USLXX	NA	NA	NA	NA	NA	NA	\$62.78	NA	NA
Recurring Charges										
DS1 Loop per month	USLXX	NA	NA	NA	NA	NA	NA	\$62.78	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable)													
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	\$64.69	\$52.40	NA	\$56.32	NA	TBD	NA	NA	NA	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	\$64.71	\$60.51	NA	\$96.73	NA	TBD	NA	NA	NA	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	\$208.93	\$96.18	NA	\$197.57	NA	TBD	NA	NA	NA	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	UTTF3	NA	\$1,121.93	\$171.60	NA	\$1,101	NA	\$120.38	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA	\$4.17	\$6.46	NA	\$14.04	NA	\$12.98	NA	NA	NA	NA	NA
DS3 Channelization System per month	MO3	NA	\$220.97	\$202.91	NA	\$245.84	NA	\$226.81	NA	NA	NA	NA	NA
DS3 Interface per month (DS1 COCI)	UC1D1	NA	\$14.40	\$0.67	NA	\$7.55	NA	\$4.61	NA	NA	NA	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)													
NRC-DS3 interface - 1st	UTTF3	NA	\$627.78	\$520.09	NA	\$713.57	NA	\$794.94	NA	NA	NA	NA	NA
NRC-DS1 Local Loop - Addl	UTTF3	NA	\$377.43	\$282.38	NA	\$404.36	NA	\$579.55	NA	NA	NA	NA	NA
NRC-DS1 Local Loop - 1st	USLXX	NA	\$338.52	\$142.64	NA	\$502.73	NA	\$714.84	NA	NA	NA	NA	NA
NRC-DS3 Channelization System - 1st	MO3	NA	\$124.84	\$94.87	NA	\$293.92	NA	\$421.47	NA	NA	NA	NA	NA
NRC-DS3 Channelization System - Addl	MO3	NA	\$404.85	\$316.28	NA	\$320.72	NA	\$351.95	NA	NA	NA	NA	NA
NRC-DS1(COC)Interface card - 1st	UC1D1	NA	\$168.26	\$171.72	NA	\$233.10	NA	\$243.76	NA	NA	NA	NA	NA
NRC-DS1(COC)Interface card - Addl	UC1D1	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	NA	NA	NA	NA
NRC-DS3 interface channel and DS1 Local Loop Combination - Electronic Svc Ord	SOMEC	NA	\$8.77	\$8.66	NA	\$8.80	NA	\$11.28	NA	NA	NA	NA	NA
NRC-DS3 interface channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	NA	NA	NA	NA
NRC-DS3 interface channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	\$25.40	\$33.63	NA	\$36.28	NA	\$118.20	NA	NA	NA	NA	NA
NRC-DS3 interface channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$27.49	NA	\$26.20	NA	\$104.02	NA	NA	NA	NA	NA
NRC-DS3 interface channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$19.88	NA	\$19.47	NA	NA	NA	NA	NA	NA	NA
NRC-DS3 interface channel and DS1 Local Loop Combination - Manual Svc Order	SOMAN	NA	NA	\$11.85	NA	\$8.06	NA	NA	NA	NA	NA	NA	NA
Recurring Charges													
STS-1 Interoffice Channel and DS1 Local Loop:													
DS1 Loop per month, Zone 1 (Note 1)	USLXX	NA	\$64.69	\$52.40	NA	\$56.32	NA	TBD	NA	NA	NA	NA	NA
DS1 Loop per month, Zone 2 (Note 1)	USLXX	NA	\$64.71	\$60.51	NA	\$96.73	NA	TBD	NA	NA	NA	NA	NA
DS1 Loop per month, Zone 3 (Note 1)	USLXX	NA	\$208.93	\$96.18	NA	\$197.57	NA	TBD	NA	NA	NA	NA	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	TBD	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	UTTF3	NA	\$1,105.98	\$171.60	NA	\$1,101	NA	\$387.01	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	\$4.17	\$6.46	NA	\$14.04	NA	\$32.53	NA	NA	NA	NA	NA
DS3 Channelization System per month	MO3	NA	\$220.97	\$202.91	NA	\$245.84	NA	\$226.81	NA	NA	NA	NA	NA
DS3 Interface per month (DS1 COCI)	UC1D1	NA	\$14.40	\$0.67	NA	\$7.55	NA	\$4.61	NA	NA	NA	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)													
NRC-DS1 Local Loop - 1st	USLXX	NA	\$627.78	\$520.09	NA	\$713.57	NA	\$794.94	NA	NA	NA	NA	NA
NRC-DS1 Local Loop - Addl	USLXX	NA	\$377.43	\$282.38	NA	\$404.36	NA	\$579.55	NA	NA	NA	NA	NA
NRC-STS-1 interface - 1st	UTTF3	NA	\$154.30	\$142.64	NA	\$713.57	NA	\$824.86	NA	NA	NA	NA	NA
NRC-STS-1 interface - Addl	UTTF3	NA	\$77.50	\$94.87	NA	\$404.36	NA	\$436.36	NA	NA	NA	NA	NA
NRC-DS3 Channelization System - 1st	MO3	NA	\$404.85	\$316.28	NA	\$320.72	NA	\$351.95	NA	NA	NA	NA	NA
NRC-DS3 Channelization System - Addl	MO3	NA	\$168.26	\$171.72	NA	\$233.10	NA	\$243.76	NA	NA	NA	NA	NA
NRC-DS1(COC)Interface card - 1st	UC1D1	NA	\$12.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	NA	NA	NA	NA
NRC-DS1(COC)Interface card - Addl	UC1D1	NA	\$8.77	\$8.66	NA	\$8.80	NA	\$11.28	NA	NA	NA	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Electronic Svc Ord	SOMEC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	NA	NA	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	\$25.40	\$33.63	NA	\$36.28	NA	\$118.20	NA	NA	NA	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$27.49	NA	\$26.20	NA	\$104.02	NA	NA	NA	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$19.88	NA	\$19.47	NA	NA	NA	NA	NA	NA	NA
NRC-STS-1 interface channel and DS1 Local Loop Combination - Manual Svc Ord	SOMAN	NA	NA	\$11.85	NA	\$29.00	NA	NA	NA	NA	NA	NA	NA
Recurring Charges													
2-wire VG Interoffice Channel and 2-wire VG Local Loop:													
2-wire VG Loop per month, statewide	UEAL2	NA	\$20.52	\$16.51	NA	\$19.35	NA	NA	NA	NA	NA	NA	\$18.00
2-wire VG Loop per month, Zone 1 (Note 1)	UEAL2	NA	TBD	\$15.40	NA	\$17.65	NA	NA	NA	NA	NA	NA	\$15.54
2-wire VG Loop per month, Zone 2 (Note 1)	UEAL2	NA	TBD	\$17.78	NA	\$30.32	NA	NA	NA	NA	NA	NA	\$19.55

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).													
2-wire VG Loop per month, Zone 3 (Note 1)	UEAL2	NA	TBD	\$28.26	NA	\$61.93	NA	NA	NA	NA	NA	NA	\$28.02
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 2-wire VG - Facility Termination per month	U1TV2	NA	\$26.52	\$17.07	NA	\$19.10	NA	NA	NA	NA	NA	NA	\$18.33
Non-Recurring Charges - New EEL (Note 2)(Note 3)	115XX	NA	\$0.01	\$0.0222	NA	\$0.0384	NA	NA	NA	NA	NA	NA	\$0.0173
NRC-2-wire VG interoffice - 1st	U1TV2	NA	\$112.10	\$79.61	NA	\$104.23	NA	NA	NA	NA	NA	NA	\$63.35
NRC-2-wire VG interoffice - Add'l	U1TV2	NA	\$67.61	\$36.08	NA	\$39.91	NA	NA	NA	NA	NA	NA	\$20.88
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	\$38.02	\$104.17	NA	\$128.42	NA	NA	NA	NA	NA	NA	\$192.97
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	\$35.15	\$78.10	NA	\$93.60	NA	NA	NA	NA	NA	NA	\$140.72
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Elector	SOMEC	NA	\$3.17	\$3.50	NA	\$3.50	NA	NA	NA	NA	NA	NA	\$3.50
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA	\$25.40	\$37.88	NA	\$36.28	NA	NA	NA	NA	NA	NA	\$19.99
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	\$27.36	NA	\$26.20	NA	NA	NA	NA	NA	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	\$19.47	NA	NA	NA	NA	NA	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	\$8.06	NA	NA	NA	NA	NA	NA	NA
4-wire VG interoffice Channel and 4-wire VG Local Loop:													
Recurring Charges													
4-wire VG Loop per month, Zone 1 (Note 1)	UEAL4	NA	\$24.26	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 2 (Note 1)	UEAL4	NA	\$35.51	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 3 (Note 1)	UEAL4	NA	\$78.35	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire VG - Facility Termination per month	U1TV4	NA	\$23.64	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)	115XX	NA	\$0.0098	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice - 1st	U1TV4	NA	\$160.33	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice - Add'l	U1TV4	NA	\$73.44	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	\$329.76	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	\$148.55	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Elector	SOMEC	NA	\$3.17	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	\$25.40	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-wire 56kbps interoffice Channel and 4-wire 56kbps Local Loop:													
Recurring Charges													
4-wire 56kbps Loop per month, Zone 1 (Note 1)	UDL56	NA	\$39.08	\$26.44	NA	\$24.36	NA	NA	NA	NA	NA	NA	\$15.92
4-wire 56kbps Loop per month, Zone 2 (Note 1)	UDL56	NA	\$57.21	\$26.42	NA	\$41.85	NA	NA	NA	NA	NA	NA	\$20.88
4-wire 56kbps Loop per month, Zone 3 (Note 1)	UDL56	NA	\$126.22	\$46.53	NA	\$86.47	NA	NA	NA	NA	NA	NA	\$27.18
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - 4-wire 56kbps - Facility Termination per month	U1TV5	NA	\$23.64	\$16.45	NA	\$18.37	NA	NA	NA	NA	NA	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)	115XX	NA	\$0.0098	\$0.0222	NA	\$0.0384	NA	NA	NA	NA	NA	NA	\$0.1730
NRC-4-wire 56kbps interoffice - 1st	U1TV5	NA	\$160.33	\$79.61	NA	\$104.23	NA	NA	NA	NA	NA	NA	\$83.35
NRC-4-wire 56kbps interoffice - Add'l	U1TV5	NA	\$73.44	\$36.08	NA	\$39.91	NA	NA	NA	NA	NA	NA	\$20.88
NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	\$329.76	\$46.53	NA	\$86.47	NA	NA	NA	NA	NA	NA	\$27.18
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	\$148.55	\$3.50	NA	\$3.50	NA	NA	NA	NA	NA	NA	\$3.50
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Elector	SOMEC	NA	\$3.17	\$3.50	NA	\$3.50	NA	NA	NA	NA	NA	NA	\$3.50
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual	SOMAN	NA	\$25.40	\$37.88	NA	\$36.28	NA	NA	NA	NA	NA	NA	\$19.99
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual	SOMAN	NA	NA	\$27.36	NA	\$26.20	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	\$11.41	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable)													
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:													
Recurring Charges													
4-wire 64 kbps Loop per month, Zone 1 (Note 1)	UDL64	NA	\$39.08	\$26.44	NA	\$27.50	NA	TBD	NA	\$36.45			
4-wire 64 kbps Loop per month, Zone 2 (Note 1)	UDL64	NA	\$57.21	\$30.53	NA	\$47.24	NA	TBD	NA	\$45.87			
4-wire 64 kbps Loop per month, Zone 3 (Note 1)	UDL64	NA	\$126.22	\$46.53	NA	\$96.48	NA	TBD	NA	\$66.75			
4-wire 64 kbps Loop per month, Zone 4 (Note 1)	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Interoffice Channel - Dedicated - 4-wire 64 kbps - Facility Termination per month	U1TD6	NA	\$19.31	\$16.45	NA	\$18.37	NA	\$17.40	NA	\$17.74			
Interoffice Channel - Dedicated - 4-wire 64 kbps - per mile per month	U15XX	NA	\$0.0098	\$0.0222	NA	\$0.0384	NA	\$0.0282	NA	\$0.1730			
Non-Recurring Charges - New EEL (Note 2)(Note 3)													
NRC - 4-wire 64 kbps interoffice - 1st	U1TD6	NA	\$160.33	\$79.61	NA	\$713.57	NA	\$137.48	NA	\$729.27			
NRC - 4-wire 64 kbps interoffice - Add'l	U1TD6	NA	\$73.44	\$36.08	NA	\$404.36	NA	\$52.58	NA	\$411.98			
NRC - 4-wire 64 kbps Local Loop - 1st	UDL64	NA	\$329.76	\$348.55	NA	\$811.30	NA	\$489.04	NA	\$629.52			
NRC - 4-wire 64 kbps Local Loop - Add'l	UDL64	NA	\$148.55	\$241.20	NA	\$502.09	NA	\$337.51	NA	\$512.23			
NRC - 4-wire 64 kbps interoffice channel and 4-wire 64 kbps Local Loop Combination - 1st	SOMEC	NA	\$3.17	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50			
NRC - 4-wire 64 kbps interoffice channel and 4-wire 64 kbps Local Loop Combination - Add'l	SOMEC	NA	\$25.40	NA	NA	NA	NA	NA	NA	\$19.99			
NRC - 4-wire 64 kbps interoffice channel and 4-wire 64 kbps Local Loop Combination - SOMAN	SOMAN	NA	NA	\$37.55	NA	\$100.50	NA	\$55.01	NA	NA			
NRC - 4-wire 64 kbps interoffice channel and 4-wire 64 kbps Local Loop Combination - SOMAN	SOMAN	NA	NA	\$37.55	NA	\$100.50	NA	\$50.83	NA	NA			
NRC - 4-wire 64 kbps interoffice channel and 4-wire 64 kbps Local Loop Combination - SOMAN	SOMAN	NA	NA	\$18.03	NA	\$41.88	NA	NA	NA	NA			
NRC - 4-wire 64 kbps interoffice channel and 4-wire 64 kbps Local Loop Combination - SOMAN	SOMAN	NA	NA	\$18.03	NA	\$41.88	NA	NA	NA	NA			
Network Elements used in Existing Combinations at UNE Rates (Note 4)													
Local Loop:	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN			
2-Wire Analog Voice Grade Loop - Service Level 2													
2-Wire Analog Voice Grade Loop - per mile per month	UNCVX	115ND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Zone 1													
2-Wire Analog Voice Grade Loop - per month	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Zone 2	UEAL2	\$17.95	\$20.52	\$15.40	\$17.27	\$17.65	\$18.35	\$19.50	NA	\$16.58			
Zone 3	UEAL2	\$29.16	TBD	\$17.78	\$32.32	\$30.32	\$24.33	TBD	\$27.59	\$19.55			
Zone 4	UEAL2	\$52.84	\$28.26	\$55.78	\$61.93	\$34.77	TBD	\$31.87	\$28.02	NA			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - 1st	UEAL2	NA	NA	\$104.17	NA	NA	NA	NA	NA	NA			
NRC - Disconnect Charge - 1st	UEAL2	NA	NA	\$78.10	NA	NA	NA	NA	NA	NA			
NRC - Disconnect Charge - Add'l	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	UEAL2	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Incremental Charge - Manual Service Order - 1st	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - Incremental Charge - Manual Service Order - Add'l	SOMEC	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA			
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA			
NRC - Existing Combination - Switch As Is - Conversion Charge (Note 6)	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCG	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC - 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCG	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC - 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC - 2/4-WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
2-Wire Analog Voice Grade Loop - Service Level 2 - (reverse battery)													
2-Wire Analog Voice Grade Loop - Loop Start - per mile per month	115ND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
2-Wire Analog Voice Grade Loop - Rev Bat - per month	UEAR2	NA	\$20.52	NA	NA	NA	NA	\$19.50	NA	\$0.00			
Zone 1	UEAR2	\$17.95	\$23.23	\$16.84	\$17.27	\$17.65	\$18.35	TBD	\$21.57	\$15.54			
Zone 2	UEAR2	\$29.16	\$22.43	\$19.45	\$32.32	\$30.32	\$24.33	TBD	\$32.53	\$19.55			
Zone 3	UEAR2	\$52.84	\$27.87	\$30.92	\$55.78	\$61.93	\$34.77	TBD	\$43.08	\$28.02			
Zone 4	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - 1st	UEAR2	NA	NA	\$104.17	NA	NA	NA	NA	NA	NA			
NRC - Add'l	UEAR2	NA	NA	\$78.10	NA	NA	NA	NA	NA	NA			

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).													
NRC - Disconnect Charge - 1st	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAR2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 6)	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - 1st	UNCCG	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$54.13
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - Add'l	UNCCG	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.16	\$32.10	\$32.10	\$32.10	\$32.10	\$32.17
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire Analog Voice Grade Loop													
4-Wire Analog Voice Grade Loop per mile per month	1L5ND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 1	UEAL4	\$24.01	\$24.26	\$22.88	\$20.92	\$24.36	\$22.38	\$23.51	\$23.51	\$23.51	\$23.51	\$23.51	\$23.51
Zone 2	UEAL4	\$39.00	\$35.51	\$26.42	\$39.14	\$41.85	\$29.67	\$38.53	\$44.44	\$19.55	\$19.55	\$19.55	\$19.55
Zone 3	UEAL4	\$70.67	\$78.35	\$41.99	\$67.56	\$85.47	\$42.40	\$44.38	\$58.85	\$28.02	\$28.02	\$28.02	\$28.02
Zone 4	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	UEAL4	NA	NA	\$206.95	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UEAL4	NA	NA	\$170.57	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEAL4	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 6)	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - 1st	UNCCG	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$54.13
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - Add'l	UNCCG	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.10	\$32.10	\$32.10	\$32.10	\$32.17
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire ISDN Digital Grade Loop													
2-Wire ISDN Digital Grade Loop per mile per month	1L5ND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-Wire ISDN Digital Grade Loop per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Zone 1	U1L2X	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.86	TBD	\$21.40	\$15.54	\$15.54	\$15.54	\$15.54
Zone 2	U1L2X	\$37.74	\$47.35	\$25.27	\$44.28	\$36.32	\$28.97	TBD	\$34.91	\$19.55	\$19.55	\$19.55	\$19.55
Zone 3	U1L2X	\$68.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	TBD	\$40.17	\$28.02	\$28.02	\$28.02	\$28.02
Zone 4	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA (Note 5)	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 1st	U1L2X	NA	NA	\$233.38	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	U1L2X	NA	NA	\$180.35	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 6)	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - 1st	UNCCG	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$54.13
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - Add'l	UNCCG	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.10	\$32.10	\$32.10	\$32.10	\$32.17
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2/4-WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable])													
4-Wire 56 kbps Digital Grade Loop													
4-Wire 56 kbps Digital Grade Loop per month													
Zone 1	UDL56	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 2	UDL56	NA	\$27.33	\$33.90	\$26.44	NA	\$27.50	\$26.61	TBD	\$27.94	NA	\$36.45	NA
Zone 3	UDL56	NA	\$44.40	\$44.72	\$30.53	NA	\$47.25	\$35.94	TBD	\$45.81	\$45.87	\$52.76	\$85.75
Zone 4	UDL56	NA	\$80.45	\$50.85	\$46.53	NA	\$96.48	\$48.51	TBD	\$52.76	NA	NA	NA
NRC - Ordinarily Combined In GA (Note 5)													
NRC - 1st	UDL56	NA	NA	NA	\$348.55	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UDL56	NA	NA	NA	\$241.20	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination "Switch As Is" Conversion Charge (Note 6)	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-2/4 WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13	NA	NA	NA
NRC-2/4 WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17	NA	NA	NA
NRC - 2/4 WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2/4 WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire 64 kbps Digital Grade Loop													
4-Wire 64 kbps Digital Grade Loop per month													
Zone 1	UDL64	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 2	UDL64	NA	\$27.33	\$33.90	\$26.44	NA	\$27.50	\$25.61	TBD	\$27.94	\$36.45	NA	NA
Zone 3	UDL64	NA	\$44.40	\$44.72	\$30.53	NA	\$47.25	\$33.94	TBD	\$45.81	\$45.87	\$52.76	\$85.75
Zone 4	UDL64	NA	\$80.45	\$50.85	\$46.53	NA	\$96.48	\$48.51	TBD	\$52.76	NA	NA	NA
NRC - Ordinarily Combined In GA (Note 5)													
NRC - 1st	UDL64	NA	NA	NA	\$348.55	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UDL64	NA	NA	NA	\$241.20	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	\$8.42	NA	NA	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination "Switch As Is" Conversion Charge (Note 6)	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-2/4 WIRE COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13	NA	NA	NA
NRC-2/4 WIRE COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17	NA	NA	NA
NRC - 2/4 WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - 2/4 WIRE COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-Wire DS1 Digital Loop													
4-Wire DS1 Digital Loop per month													
Zone 1	USLXX	NA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 2	USLXX	NA	\$51.74	\$64.69	\$52.40	\$50.28	\$56.32	\$50.99	TBD	\$53.00	NA	NA	NA
Zone 3	USLXX	NA	\$84.05	\$94.71	\$60.51	\$94.06	\$96.73	\$67.58	TBD	\$89.93	NA	NA	NA
Zone 4	USLXX	NA	\$152.29	\$208.93	\$96.18	\$182.34	\$197.57	\$96.58	TBD	\$104.30	NA	NA	NA
NRC - Ordinarily Combined In GA (Note 5)													
NRC - 1st	USLXX	NA	NA	NA	\$429.98	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	USLXX	NA	NA	NA	\$288.18	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable))													
Interoffice Transport and Loop (Channelization if applicable)													
NRC - Disconnected Charge - Add'l	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnected	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination *Switch As Is Conversion Charge (Note 6)													
NRC-DS1 COMBINATION - *Switch As Is Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC-DS1 COMBINATION - *Switch As Is Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC-DS1 COMBINATION - *Switch As Is Conversion Charge - Disconnected - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC-DS1 COMBINATION - *Switch As Is Conversion Charge - Disconnected - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
DS3 Local Loop													
per mile per month	1LSND	\$10.85	\$11.77	\$8.90	\$43.69	\$38.98	\$54.39	\$32.53	\$15.53	\$30.53			
facility termination per month	UE3PX	\$419.65	\$404.58	\$390.34	\$436.95	\$497.08	\$427.81	\$387.01	\$421.60	\$400.21			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - Facility Termination - 1st	UE3PX	NA	NA	\$639.50	NA	NA	NA	NA	NA	NA			
NRC - Facility Termination - Disconnected - 1st	UE3PX	NA	NA	\$426.40	NA	NA	NA	NA	NA	NA			
NRC - Facility Termination - Disconnected - Add'l	UE3PX	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA			
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA			
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnected-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC - Incremental Cost - Manual Svc. Order vs. Elect-Disconnected-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC-All Existing Combination *Switch As Is Conversion Charge (Note 6)													
NRC-DS3 COMBINATION - *Switch As Is Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC-DS3 COMBINATION - *Switch As Is Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC-DS3 COMBINATION - *Switch As Is Conversion Charge - Disconnected - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC-DS3 COMBINATION - *Switch As Is Conversion Charge - Disconnected - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
STS-1 Local Loop													
per mile per month	1LSND	\$10.85	\$11.77	\$8.90	\$43.69	\$38.98	\$54.39	\$32.53	\$15.53	\$30.53			
facility termination per month	UDLS1	\$419.65	\$446.09	\$421.59	\$436.95	\$497.08	\$427.81	\$387.01	\$431.32	\$400.21			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - STS-1 - Facility Termination - 1st	UDLS1	NA	NA	\$639.50	NA	NA	NA	NA	NA	NA			
NRC - STS-1 - Facility Termination - Disconnected - 1st	UDLS1	NA	NA	\$426.40	NA	NA	NA	NA	NA	NA			
NRC - STS-1 - Facility Termination - Disconnected - Add'l	UDLS1	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA			
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA			
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnected-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnected-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC-All Existing Combination *Switch As Is Conversion Charge (Note 6)													
NRC-STS-1 COMBINATION - *Switch As Is Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC-STS-1 COMBINATION - *Switch As Is Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC-STS-1 COMBINATION - *Switch As Is Conversion Charge - Disconnected - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC-STS-1 COMBINATION - *Switch As Is Conversion Charge - Disconnected - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable)													
OC-3 Local Loop													
per mile per month	11.5ND												
facility termination per month													
NRC - Ordinarily Combined in GA (Note 5)		\$7.09	\$6.93	\$6.75	\$33.15	\$29.58	\$41.27	\$24.69	\$11.78	\$23.16			
NRC - OC3 - Facility Termination - 1st		\$1.123	\$648.60	\$693.21	\$436.95	\$753.65	\$689.68	\$611.36	\$701.71	\$620.20			
NRC - OC3 - Facility Termination - Add'l		NA	NA	\$947.69	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Facility Termination - Disconnect - 1st		NA	NA	\$413.00	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Facility Termination - Disconnect - Add'l		NA	NA	\$122.31	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR		NA	NA	\$119.14	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Incremental Charge - Manual Svc Order - 1st		NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Incremental Charge - Manual Svc Order - Add'l		NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st		SOMAN	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l		SOMAN	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC-OC3 COMBINATION - Switch As Is Conversion Charge (Note 6)		UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13		
NRC-OC3 COMBINATION - Switch As Is Conversion Charge - 1st		UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17		
NRC-OC3 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st		UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC-OC3 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l		UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
OC-12 Local Loop													
per mile per month	11.5ND												
facility termination per month		\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51			
NRC - Ordinarily Combined in GA (Note 5)		\$5.630	\$2.068	\$2.109.00	\$2.457	\$2.571	\$2.371	\$2.122	\$2.683	\$2.079			
NRC - OC12 - Facility Termination - 1st		NA	NA	\$1.162.00	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Facility Termination - Add'l		NA	NA	\$413.00	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Facility Termination - Disconnect - 1st		NA	NA	\$122.31	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Facility Termination - Disconnect - Add'l		NA	NA	\$119.14	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR		NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st		NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l		NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st		SOMAN	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l		SOMAN	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC-OC12 COMBINATION - Switch As Is Conversion Charge (Note 6)		UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13		
NRC-OC12 COMBINATION - Switch As Is Conversion Charge - 1st		UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17		
NRC-OC12 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st		UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC-OC12 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l		UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
OC-48 Local Loop													
per mile per month	11.5ND												
facility termination per month		\$33.22	\$36.67	\$27.25	\$166.59	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50			
OC-12 Interface on OC-48 Loop per month		\$1.947	\$1.669	\$1.598.00	\$2.129	\$2.268	\$1.753	\$1.677	\$1.733	\$1.832			
NRC - Ordinarily Combined in GA (Note 5)		\$699.62	\$592.09	\$594.80	\$725.77	\$723.29	\$667.00	\$692.66	\$773.40	\$570.54			
NRC - OC48 - Facility Termination - 1st		NA	NA	\$1.162.00	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Facility Termination - Add'l		NA	NA	\$413.00	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface OC12 on OC48 - 1st		NA	NA	\$539.36	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Facility Termination - Disconnect - 1st		NA	NA	\$317.38	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Facility Termination - Disconnect - Add'l		NA	NA	\$122.31	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st		NA	NA	\$119.14	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		NA	NA	\$122.31	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR		NA	NA	\$119.14	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Facility Termination - Manual Svc Order vs. Electronic-Disconnect		SOMAN	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Facility Termination - Manual Svc Order vs. Electronic-Disconnect		SOMAN	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface - Manual Svc Order vs. Electronic-Disconnect-1st		SOMAN	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface - Manual Svc Order vs. Electronic-Disconnect-1st		SOMAN	NA	\$37.55	NA	NA	NA	NA	NA	NA			

209 of 433

BELLSOUTH/US South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
E-Rate/C
Rates - Page 75

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable])													
NRC - 4 Wire VG Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$22.24	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4 Wire VG Local Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$8.08	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 24-WIRE COMBINATION - Switch As Is Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC - 24-WIRE COMBINATION - Switch As Is Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC - 24-WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC - 24-WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Local Channel - Dedicated - DS1													
DS1 Monthly Recurring per month	ULDF1	\$36.52	\$43.53	\$38.36	\$43.80	\$43.80	\$38.91	\$36.68	\$37.20	\$40.27			
Monthly Recurring per mile per month	UL5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - DS1 Local Channel - 1st	ULDF1	NA	NA	\$166.88	NA	NA	NA	NA	NA	NA			
NRC - DS1 Local Channel - Add'l	ULDF1	NA	NA	\$84.14	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$65.60	NA	NA	NA	NA	NA	NA			
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$33.53	NA	NA	NA	NA	NA	NA			
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$35.76	NA	NA	NA	NA	NA	NA			
NRC - DS1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$14.05	NA	NA	NA	NA	NA	NA			
NRC - DS1 COMBINATION - Switch As Is Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$68.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC - DS1 COMBINATION - Switch As Is Conversion Charge - 1st	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC - DS1 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC - DS1 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Local Channel - Dedicated - DS3													
DS3 Local Channel - per mile per month	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN			
DS3 Local Channel - Facility Termination per month	UL5NC	\$8.44	\$9.32	\$6.92	\$34.00	\$30.34	NA	NA	\$12.08	\$23.76			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - DS3 Local Channel - 1st	ULDF3	\$535.92	\$556.27	\$515.91	\$635.09	\$669.01	\$533.33	\$498.87	\$593.31	\$607.28			
NRC - DS3 Local Channel - Facility Termination - 1st	ULDF3	NA	NA	\$639.50	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$426.40	NA	NA	NA	NA	NA	NA			
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - DS3 Local Channel - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$71.04	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC - DS3 COMBINATION - Switch As Is Conversion Charge - 1st	UNCCC	\$32.11	\$32.75	\$39.60	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC - DS3 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC - DS3 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Local Channel - Dedicated - STS-1													
STS-1 Local Channel - per mile per month	UL5NC	\$8.44	\$9.32	\$6.92	\$34.00	\$8.77	\$38.98	NA	\$12.08	\$25.11			
STS-1 Local Channel - Facility Termination per month	ULDF5	\$525.40	\$569.67	\$517.36	\$635.09	\$658.00	\$531.39	\$512.00	\$481.14	\$615.65			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - STS-1 Local Channel - 1st	ULDF5	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA			
NRC - STS-1 Local Channel - Add'l	ULDF5	NA	NA	\$546.54	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC - STS-1 Local Channel - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$68.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC - STS-1 COMBINATION - Switch As Is Conversion Charge - 1st	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC - STS-1 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC - STS-1 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			

211 of 433

New EEL rates are the sum of the individual UNE network elements (Interface transport and loop channelization if applicable).													
Interface Channels:													
NRC - Electronic Svc Order, per ISR	SOMEC	NA	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add1	SOMAN	NA	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add1	SOMAN	NA	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Change-Manual Svc Order-1st	SOMAN	NA	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Change-Manual Svc Order-Add1	SOMAN	NA	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Change-Manual Svc Order-1st	SOMAN	NA	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Change-Manual Svc Order-Add1	SOMAN	NA	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA	NA	NA
Interface Channels - Switch As Is Conversion Charge (Note 6)													
NRC-OC48 COMBINATION - Switch As Is Conversion Charge - 1st	UNCCG	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC-OC48 COMBINATION - Switch As Is Conversion Charge - Add1	UNCCG	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC-OC48 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC-OC48 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add1	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Interface Channels:													
Interface Channel - Dedicated - 2-wire VG													
Interface Channel - Dedicated 2-wire VG - per mile per month	115XX	\$0.0339	\$0.0100	\$0.0222	\$0.0301	\$0.0384	\$0.0323	\$0.0282	\$0.0373	\$0.0173			
Interface Channel - Dedicated 2-wire VG - Facility Termination per month	U11Y2	\$18.49	\$26.72	\$17.07	\$27.66	\$19.10	\$21.33	\$18.01	\$21.42	\$18.33			
Interface Channel - Ordinarily Combined in GA (Note 5)													
NRC - 2-wire VG Interface Channel - Facility Termination - 1st	U11Y2	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per ISR	SOMEC	NA	NA	\$36.08	NA	NA	NA	NA	NA	NA			
NRC - 2-wire VG Interface Channel - Incremental Change-Manual Svc Order - 1st	SOMAN	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - 2-wire VG Interface Channel - Incremental Change-Manual Svc Order - Add1	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA			
NRC - 2-wire VG Interface Channel - Incremental Change-Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA			
NRC-All Existing Combination - Switch As Is Conversion Charge (Note 6)	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Interface Channels - Switch As Is Conversion Charge (Note 6)													
NRC-2/4 WIRE COMBINATION - Switch As Is Conversion Charge - 1st	UNCCG	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC-2/4 WIRE COMBINATION - Switch As Is Conversion Charge - Add1	UNCCG	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC-2/4 WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC-2/4 WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - Add1	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Interface Channel - Dedicated - 4-wire VG													
Interface Channel - Dedicated 4-wire VG - per mile per month	115XX	NA	\$0.0100	NA	NA	NA	NA	NA	NA	NA			
Interface Channel - Dedicated 4-wire VG - Facility Termination per month	U11Y4	NA	\$23.82	NA	NA	NA	NA	NA	NA	NA			
Interface Channel - Ordinarily Combined in GA (Note 5)													
NRC - 4-wire VG Interface Channel - Facility Termination - 1st	U11Y4	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per ISR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - 4-wire VG Interface Channel - Incremental Change-Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - 4-wire VG Interface Channel - Incremental Change-Manual Svc Order - Add1	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - 4-wire VG Interface Channel - Incremental Change-Manual Svc Order - Disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC-All Existing Combination - Switch As Is Conversion Charge (Note 6)	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Interface Channels - Switch As Is Conversion Charge (Note 6)													
NRC-2/4 WIRE COMBINATION - Switch As Is Conversion Charge - 1st	UNCCG	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC-2/4 WIRE COMBINATION - Switch As Is Conversion Charge - Add1	UNCCG	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC-2/4 WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC-2/4 WIRE COMBINATION - Switch As Is Conversion Charge - Disconnect - Add1	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Interface Channel - Dedicated - DSO - 56kbps													
Interface Channel - Dedicated - DSO - 56kbps - per mile per month	115XX	\$0.0339	\$0.0100	\$0.0222	\$0.0301	\$0.0384	\$0.0323	\$0.0282	\$0.0373	\$0.0173			
Interface Channel - Dedicated - DSO - 56kbps - Facility Termination per month	U11D5	\$17.81	\$19.46	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74			
Interface Channel - Ordinarily Combined in GA (Note 5)													
NRC - 4-wire 56kbps Interface Channel - Facility Termination - 1st	U11D5	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA			

213 of 433

BELLSOUTH U.S. South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 79

New EEL rates are the sum of the individual UNE network elements (Interoffice transport and loop [channelization if applicable])													
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$30.42	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$18.76	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$54.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC - DS3 COMBINATION - Switch As Is Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC - DS3 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC - DS3 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Interoffice Channel - Dedicated - STS-1													
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$4.98	\$9.32	\$2.72	\$12.62	\$14.04	\$15.02	\$12.98	\$8.13	\$5.89			
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$898.15	\$569.67	\$788.00	\$1,204	\$1,101	\$744.38	\$720.38	\$967.70	\$760.20			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA	NA	\$587.08	NA	NA	NA	NA	NA	NA			
NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA	NA	\$238.28	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$61.19	NA	NA	NA	NA	NA	NA			
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$61.19	NA	NA	NA	NA	NA	NA			
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect	SOMAN	NA	NA	\$3.17	NA	NA	NA	NA	NA	NA			
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC - STS-1 COMBINATION - Switch As Is Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC - STS-1 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC - STS-1 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Interoffice Channel - OC3													
Interoffice Channel - OC3 - per Mile	1L5XX	\$7.35	\$8.38	\$4.37	\$27.97	\$23.89	\$18.35	\$14.10	\$9.75	\$13.45			
Interoffice Channel - OC3 - per Facility Termination	TBA	\$2,475	\$3,043	\$2,187.00	\$3,390	\$2,990	\$1,892.00	\$2,071	\$2,802	\$2,124			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	\$947.69	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC - All Existing Combination - Switch As Is Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC - OC3 COMBINATION - Switch As Is Conversion Charge - Add'l	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC - OC3 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC - OC3 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Interoffice Channel - OC12													
Interoffice Channel - OC12 - per Mile	1L5XX	\$19.26	\$26.91	\$15.05	\$84.88	\$74.44	\$60.42	\$30.38	\$32.52	\$49.80			
Interoffice Channel - OC12 - per Facility Termination	TBA	\$9,763	\$11,685	\$8,202.00	\$12,344	\$11,517	\$7,182.00	\$7,676.00	\$11,132	\$9,015			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	\$1,034.00	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable)													
NRC - OC12 - Incremental Cost Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost Manual Svc. Order vs. Elect-Disconnect-Add1	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination - Switch As Is Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC-OC-12 COMBINATION - Switch As Is Conversion Charge - 1st	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC-OC-12 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC-OC-12 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Interoffice Channel - OC48													
Interoffice Channel - OC48 - per Mile	1LSXX	\$30.65	\$34.66	\$26.70	\$138.02	\$128.59	\$102.43	\$120.02	\$45.92	\$106.55			
Interoffice Channel - OC48 - per Facility Termination	TBA	\$11.691	\$12.554	\$11.134.00	\$16.017	\$14.950	\$11.480	\$10.952	\$967.58	\$11.632			
Interoffice Channel - OC12 Interface on OC48 Facility	TBA	\$1.424	\$1.208	\$1.137.00	\$1.497	\$1.451	\$1.351.00	\$582.66	\$1.561	\$1.170			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	\$1,034.00	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Facility Termination - Add1	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	\$539.36	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface OC12 on OC48 - Add1	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Facility Termination - Disconnect - Add1	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add1	TBA	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Facility Termination Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Facility Termination Manual Svc Order vs. Electronic-Disconnect-Add1	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface - Manual Svc Order vs. Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface - Manual Svc Order vs. Electronic-Disconnect-Add1	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Incremental Change-Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Incremental Change-Manual Svc Order-Add1	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface OC12 on OC48 - Incremental Change-Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC - OC48 - Interface OC12 on OC48 - Incremental Change-Manual Svc Order-Add1	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA			
NRC-All Existing Combination - Switch As Is Conversion Charge (Note 6)													
NRC-OC-48 COMBINATION - Switch As Is Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC-OC-48 COMBINATION - Switch As Is Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC-OC-48 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC-OC-48 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Channelization:													
DS3 Channelization													
DS3 Channelized System per month	MO3	\$225.36	\$222.61	\$182.04	\$236.32	\$245.84	\$229.30	\$226.81	\$200.01	\$222.98			
DS3 Interface per month (DS1 COCI)	UC1D1	\$17.22	\$14.51	\$11.02	\$8.52	\$7.55	\$5.58	\$4.61	\$11.99	\$3.91			
NRC - Ordinarily Combined in GA (Note 5)													
NRC - DS3 Channelization - 1st	MO3	NA	NA	\$316.28	NA	NA	NA	NA	NA	NA			
NRC - DS3 Channelization - Add1	MO3	NA	NA	\$171.72	NA	NA	NA	NA	NA	NA			
NRC - Channel Activation - 1st	UC1D1	NA	NA	\$12.02	NA	NA	NA	NA	NA	NA			
NRC - Channel Activation - Add1	UC1D1	NA	NA	\$8.66	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA			
NRC - DS3 Channelization - Incremental Change-Manual Svc Order - 1st	SOMAN	NA	NA	\$50.72	NA	NA	NA	NA	NA	NA			
NRC - DS3 Channelization - Incremental Change-Manual Svc Order - Add1	SOMAN	NA	NA	\$38.45	NA	NA	NA	NA	NA	NA			
NRC - DS3 Channelization - Incremental Change-Manual Svc Order - Disconnect - 1	SOMAN	NA	NA	\$30.09	NA	NA	NA	NA	NA	NA			
NRC - DS3 Channelization - Incremental Change-Manual Svc Order - Disconnect - Add	SOMAN	NA	NA	\$18.56	NA	NA	NA	NA	NA	NA			
NRC-All Existing Combination - Switch As Is Conversion Charge (Note 6)													
NRC-DS3/STS-1 COMBINATION - Switch As Is Conversion Charge - 1st	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13			
NRC-DS3/STS-1 COMBINATION - Switch As Is Conversion Charge - Add1	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17			
NRC-DS3/STS-1 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
NRC-DS3/STS-1 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			

New EEL rates are the sum of the individual UNE network elements (Interoffice transport and loop [channelization if applicable]).												
DS1 Channelization												
OCU-DP(data) interface card per month (2.4-64kbs)	MO1	\$136.82	\$154.74	\$126.22	\$200.01	\$209.87	\$146.87	\$177.72	\$147.51	\$165.21		
VG interface card per month	1D1DD	\$1.66	\$2.22	\$1.86	\$2.94	\$3.12	\$2.86	\$2.88	\$2.34	\$2.46		
2-wire (SDV/BRITE card) per month	1D1VG	\$0.8586	\$1.46	\$1.17	\$1.40	\$1.62	\$1.45	\$1.64	\$1.47	\$1.25		
NRC - Ordinarily Combined in GA (Note 5)	UC1CA	\$3.41	\$3.86	\$3.71	\$4.04	\$4.18	\$3.88	\$3.76	\$4.21	\$3.33		
NRC - DS1 Channelization - 1st	MO1	NA	NA	\$206.09	NA	NA	NA	NA	NA	NA		
NRC - DS1 Channelization - Add'l	MO1	NA	NA	\$137.06	NA	NA	NA	NA	NA	NA		
NRC - Channel Activation VG - 1st	1D1VG	NA	NA	\$12.02	NA	NA	NA	NA	NA	NA		
NRC - Channel Activation VG - Add'l	1D1VG	NA	NA	\$8.66	NA	NA	NA	NA	NA	NA		
NRC - Channel Activation OCU-DP - 1st	1D1DD	NA	NA	\$12.02	NA	NA	NA	NA	NA	NA		
NRC - Channel Activation OCU-DP - Add'l	1D1DD	NA	NA	\$8.66	NA	NA	NA	NA	NA	NA		
NRC - Channel Activation BRITE - 1st	UC1CA	NA	NA	\$12.02	NA	NA	NA	NA	NA	NA		
NRC - Channel Activation BRITE - Add'l	UC1CA	NA	NA	\$8.66	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA		
NRC - DS1 Channelization - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	\$14.75	NA	NA	NA	NA	NA	NA		
NRC - DS1 Channelization - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	\$6.55	NA	NA	NA	NA	NA	NA		
NRC - DS1 Channelization - Incremental Charge-Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$10.70	NA	NA	NA	NA	NA	NA		
NRC - DS1 Channelization - Incremental Charge-Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$0.00	NA	NA	NA	NA	NA	NA		
NRC-All Existing Combination Switch As Is Conversion Charge (Note 6)												
NRC-DS1 COMBINATION - Switch As Is Conversion Charge - 1st	UNCCG	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13		
NRC-DS1 COMBINATION - Switch As Is Conversion Charge - Add'l	UNCCG	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17		
NRC-DS1 COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC-DS1 COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Access to DCS - Customer Reconfiguration (FlexServ)												
DS1 DSC Termination with DSO Switching	TBD	TBD	\$28.72	\$22.86	TBD	TBD	TBD	TBD	TBD	TBD		
DS1 DSC Termination with DS1 Switching	TBD	TBD	\$12.23	\$8.64	TBD	TBD	TBD	TBD	TBD	TBD		
DS3 DSC Termination with DS1 Switching	TBD	TBD	\$154.31	\$151.85	TBD	TBD	TBD	TBD	TBD	TBD		
NRC - Ordinarily Combined in GA:												
NRC - Customer Configuration Establishment	TBD	TBD	\$2.97	\$2.91	TBD	TBD	TBD	TBD	TBD	TBD		
NRC - Customer Configuration Establishment - Disconnect	TBD	TBD	\$3.44	\$3.36	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS1 DSC Termination with DSO Switching - 1st	TBD	TBD	\$51.50	\$32.07	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS1 DSC Termination with DSO Switching - Add'l	TBD	TBD	\$39.64	\$31.49	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS1 DSC Termination with DSO Switching - Disconnect - 1st	TBD	TBD	\$31.06	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS1 DSC Termination with DSO Switching - Disconnect - Add'l	TBD	TBD	\$24.98	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS1 DSC Termination with NRC-DS1 Switching - 1st	TBD	TBD	\$37.23	\$18.07	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS1 DSC Termination with NRC-DS1 Switching - Add'l	TBD	TBD	\$25.36	\$17.48	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS1 DSC Termination with NRC-DS1 Switching - Disconnect - 1st	TBD	TBD	\$22.81	\$12.10	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS1 DSC Termination with NRC-DS1 Switching - Disconnect - Add'l	TBD	TBD	\$16.73	TBD	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS3 DSC Termination with DS1 Switching - 1st	TBD	TBD	\$51.50	\$32.07	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS3 DSC Termination with DS1 Switching - Add'l	TBD	TBD	\$39.64	\$31.49	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS3 DSC Termination with DS1 Switching - Disconnect - 1st	TBD	TBD	\$31.06	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-DS3 DSC Termination with DS1 Switching - Disconnect - Add'l	TBD	TBD	\$24.98	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD		
NRC-All Existing Combination Switch As Is Conversion Charge (Note 6)												
NRC-DCS COMBINATION - Switch As Is Conversion Charge - 1st	UNCCG	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13		
NRC-DCS COMBINATION - Switch As Is Conversion Charge - Add'l	UNCCG	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17		
NRC-DCS COMBINATION - Switch As Is Conversion Charge - Disconnect - 1st	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
NRC-DCS COMBINATION - Switch As Is Conversion Charge - Disconnect - Add'l	UNCCG	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Node (Synchronous)												
Node per month	UNCNT	\$15.77	\$16.35	\$13.98	\$18.11	\$15.43	\$16.15	\$16.00	\$14.55	\$17.11		
NRC - Ordinarily Combined in GA:												
NRC - Node - 1st	UNCNT	NA	NA	\$47.19	NA	NA	NA	NA	NA	NA		

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable).													
Optional Features & Functions:	NRC - Node - Add'l	UNCNT	NA	NA	\$4.47	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Node - Disconnect - 1st	UNCNT	NA	NA	\$13.81	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Node - Disconnect - Add'l	UNCNT	NA	NA	\$3.95	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Node - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$21.73	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Node - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Node - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Node - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - All Existing Combination *Switch As Is* Conversion Charge (Note 6)	UNCCC	\$54.03	\$32.75	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13		
	NRC - Node - *Switch As Is* Conversion Charge - 1st	UNCCC	\$32.11	\$32.75	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17		
	NRC - Node - *Switch As Is* Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Optional Features & Functions:	NRC - Node - *Switch As Is* Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$16.77	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$184.85	\$184.92	\$184.62	\$184.91	\$184.65	\$184.60	\$184.76	\$185.26	\$185.16		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$23.81	\$23.82	\$23.78	\$23.82	\$23.70	\$23.78	\$23.60	\$23.86	\$23.85		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$1.99	\$2.07	\$2.03	\$1.99	\$1.97	\$1.96	\$1.99	\$1.99	\$2.03		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$0.77	\$0.80	\$0.79	\$0.78	\$0.77	\$0.76	\$0.78	\$0.78	\$0.79		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - Manual Service	SOMAN	\$29.23	\$21.73	\$29.33	\$29.24	\$29.20	\$29.33	\$29.33	\$29.33	\$29.33		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - Manual Service	SOMAN	\$3.93	\$3.87	\$3.93	\$3.94	\$3.92	\$3.93	\$3.93	\$3.93	\$3.93		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$184.85	\$184.92	\$184.62	\$184.91	\$184.65	\$184.60	\$184.76	\$185.26	\$185.16		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$23.81	\$23.82	\$23.78	\$23.82	\$23.70	\$23.78	\$23.60	\$23.86	\$23.85		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$1.99	\$2.07	\$2.03	\$1.99	\$1.97	\$1.96	\$1.99	\$1.99	\$2.03		
Notes:	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - per DS1 Channel	CCOEF	\$0.77	\$0.80	\$0.79	\$0.78	\$0.77	\$0.76	\$0.78	\$0.78	\$0.79		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - Manual Service C	SOMAN	\$29.23	\$21.73	\$29.33	\$29.24	\$29.20	\$29.33	\$29.33	\$29.33	\$29.33		
	NRC - Clear Channel Capability (BBZS/ESF) Option - Subsequent - Manual Service	SOMAN	\$3.93	\$3.87	\$3.93	\$3.94	\$3.92	\$3.93	\$3.93	\$3.93	\$3.93		
1	Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accommodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzins.pdf to view Geographically Deaveraged UNE Zone Designations by Central Office.												
2	New EELs will only be available in the State of Georgia and in density Zone 1 of the following MSAs in the BellSouth Region: Florida - Miami, Orlando, Ft. Lauderdale Louisiana - New Orleans N. Carolina - Greensboro, Charlotte Tennessee - Nashville												
3	Unapproved rates are subject to true up.												
4	Add together the recurring rates of all the applicable network elements in order to obtain total monthly recurring rate.												
Examples:	- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS1 Interface Channel												

Attachment 2
Exhibit C
Rates - Page 83

Verison 3Q00:1 1/07/00

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems										
Recovery of Incremental OSS costs, per C.P. per month		NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message		\$0.0002	\$0.008	\$0.001275	\$0.0008611	\$0.00019	\$0.0001179	\$0.0003	\$0.0002862	\$0.008
RC - OSS OLEC Daily Usage File: Message Processing, Per Message		\$0.0033	\$0.004	\$0.0082548	\$0.0032357	\$0.0024	\$0.0032089	\$0.0032	\$0.0032344	\$0.004
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape		\$55.19	\$54.95	\$28.85	\$55.68	\$47.3000	\$54.62	\$54.61	\$54.72	\$54.95
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per		\$0.00004	\$0.001	\$0.0000434	\$0.0000365	\$0.0000300	\$0.0000354	\$0.00004	\$0.0000357	\$0.001
Access Daily Usage File (ADUF)										
RC - ADUF, Message Processing, per message		\$0.004	\$0.004	\$0.0136327	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
RC - ADUF, Message Distribution, per Magnetic Tape provisioned		NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - ADUF, Data Transmission (CONNECT:DIRECT), per message		\$0.001	\$0.001	\$0.0000434	\$0.001	\$0.0000305	\$0.001	\$0.001	\$0.001	\$0.001
Enhanced Optional Daily Usage File (EODUF)										
Enhanced Optional Daily Usage File: Message Processing, Per Message		\$0.004	\$0.004	\$0.0034555	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape		NA	NA	NA	NA	NA	NA	NA	NA	NA
Enhanced Optional Daily Usage File: Data Transmission (CONNECT:DIRECT),		NA	NA	NA	NA	NA	NA	NA	NA	NA
SWA 8XX Totals During Ten Digit Screening										
8XX Access Ten Digit Screening (all types), per call (Note 2)										
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery	N/A	\$0.0005	\$0.0006531	\$0.0004868	NA	\$0.0005305	\$0.0005321	\$0.00050	\$0.0005227	\$0.0005192
per query		NA	NA	NA	\$0.0010	NA	NA	\$0.00365	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	NA
per query		NA	NA	NA	\$0.0010	NA	NA	\$0.00383	NA	NA
8XX Access Ten Digit Screening Svc. W/800 No. Delivery	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	NA
per message		NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
per message		NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	NBFTX	\$7.13	NA	\$6.57	\$10.05	\$6.29	\$8.46	\$7.05	\$6.38	\$30.00
NRC - Addtl	NBFTX	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9683	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$67.50
NRC - Addtl	N/A	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N/A	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Addtl	N/A	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations										
NRC - 1st	NBFTX	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$67.50
NRC - Addtl	NBFTX	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	NBFTX	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Addtl	NBFTX	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Customized Area of Service per 8XX Number										
NRC - 1st	NBFCX	\$5.69	NA	\$4.46	\$5.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
NRC - Addtl	NBFCX	\$2.85	NA	\$2.23	\$3.49	\$2.14	\$2.81	\$2.82	\$2.82	\$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	NBFX	\$6.66	NA	\$5.22	\$6.16	\$5.00	\$6.59	\$6.59	\$6.60	\$3.50
NRC - Addtl	NBFX	\$3.81	NA	\$2.99	\$4.67	\$2.86	\$3.77	\$3.77	\$3.78	\$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	NBFX	\$8.10	NA	\$7.33	\$11.24	\$7.01	\$9.42	\$8.01	\$7.34	\$48.50
NRC - Addtl	NBFX	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.96	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	NBFDX	\$5.69	NA	\$4.72	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
NRC - Addtl	NBFDX	NA	NA	\$4.46	\$6.97	\$4.27	\$5.63	NA	\$5.64	\$3.00
LINE INFORMATION DATABASE ACCESS (LDB)										
LDB Common Transport per query										
LDB Validation per query	OCU	\$0.00004	\$0.0003	\$0.0000338	\$0.00006	\$0.0000418	\$0.0000446	\$0.0003	\$0.0000442	\$0.0003
LDB Originating Point Code Establishment or Change - NRC	OCU	\$0.041003	\$0.041003	\$0.0105974	\$0.00938	\$0.0103774	\$0.0142132	\$0.013400	\$0.0141003	\$0.041003
NRC - Incremental Charge - Electronic Service Order	NA	\$64.36	NA	\$50.30	\$107.60	\$48.17	\$63.63	\$91.00	\$61.62	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	\$62.26	NA	NA
NRC - Incremental Charge - Manual Service Order - Addtl	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	\$91.00
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month										
NRC		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	\$155.00
NRC - Disconnect		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Incremental Charge - Manual Service Order	SOMAN	\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month										
NRC		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	Not available
NRC - Disconnect		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Incremental Charge - Manual Service Order	SOMAN	\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
CCS7 Signaling Usage, per ISUP message										
(Applicable when measurement and billing capability exists.)		\$0.00004	\$0.00001	\$0.0000354	\$0.000037893	\$0.0000430	\$0.0000456	\$0.00004	\$0.0000452	\$0.000023
CCS7 Signaling Usage, per TCAP message										
(Applicable when measurement and billing capability exists.)		\$0.0001	\$0.00004	\$0.0000870	\$0.000102042	\$0.0001052	\$0.0001115	\$0.00009	\$0.0001108	\$0.00005
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)										
CCS7 Signaling Point Code, Establishment or Change, per STP affected		\$376.12	\$64.00	\$340.67	\$329.98	\$406.71	\$406.53	\$338.98	\$396.55	\$395.00
NRC		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LDB										
Call Completion Access Termination Charge per call attempt	NA	\$1.21	\$1.00	\$0.9680296	\$1.6016	\$0.91	\$1.19	\$1.20	\$1.21	NA
Operator Provided Call Handling per min - Using Foreign LDB	NA	\$0.08	NA	NA	NA	NA	NA	NA	NA	NA
Call Completion Access Termination Charge per call attempt	NA	\$1.25	\$1.00	\$1.02	\$1.6249	\$0.96	\$1.24	\$1.24	\$1.25	NA
Operator Provided Call Handling, per call										
Fully Automated Call Handling per call - Using BST LDB	NA	\$0.08	NA	NA	NA	NA	NA	NA	NA	NA
Fully Automated Call Handling per call - Using Foreign LDB	NA	\$0.11	\$0.10	\$0.0776409	\$0.0866	\$0.10	\$0.1072884	\$0.11	\$0.115808	\$0.30
Professional recording of name (DA and OCP alone)	USOD1	\$0.13	\$0.10	\$0.0976884	\$0.1071	\$0.12	\$0.1253666	\$0.12	\$0.1293459	\$0.15
Professional recording of name (DA and OCP alone)	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
DRAM or front-end loading, per TOB switch	USOD2	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS	USOD2	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	NA	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INWARD OPERATOR SERVICES										
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Verification, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification, per call	V/L	NA	\$0.80	NA	\$1.00	NA	NA	\$0.54	NA	\$0.90
Verification and Emergency Interrupt, per call	N/A	NA	\$1.00	NA	\$1.11	NA	NA	\$0.65	NA	\$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.062	\$0.10	\$0.10
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Number Services Intercept per query	N/A	\$0.0235	\$0.01	\$0.0097497	\$0.0086	\$0.02	\$0.018268	\$0.0110	\$0.0124036	\$0.15
Directory Assistance Intercept per Intercept Query Update	N/A	NA	NA	NA	\$0.0055	NA	NA	NA	NA	NA
Professional recording of name (DA and OCP alone)	N/A	\$0.275	\$0.275	\$0.275	\$0.275	\$0.275	\$0.275	\$0.260000	\$0.275	\$0.275
DRAM or front-end loading, per TOPS switch	N/A	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
AABS or back-end loading, per IVS	N/A	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
EBAS or 0- automation loading, per NAV shelf	N/A	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	\$35.52	\$43.64	\$38.36	\$36.32	\$43.83	\$38.91	\$35.68	\$37.20	\$133.81
NRC - 1st	N/A	\$503.67	\$242.45	\$356.15	\$637.46	\$339.69	\$194.83	\$534.48	\$534.81	\$866.97
NRC - Add'l	N/A	\$442.84	\$228.44	\$312.89	\$546.94	\$298.29	\$435.28	\$462.69	\$462.81	\$466.83
NRC - Disconnect Charge - 1st	N/A	\$46.28	NA	NA	NA	\$33.02	\$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$32.18	NA	NA	NA	\$23.32	\$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	\$61.99	NA	\$44.22	NA	\$42.34	\$59.58	\$66.15	\$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	\$1.77	NA	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	SOMAN	\$29.27	\$0.6013	\$0.4523	\$0.45	\$19.48	\$27.41	NA	\$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per m	N/A	\$0.6823	\$0.6013	\$0.4523	\$0.45	\$0.78	\$0.6598	\$0.5763	\$0.7588	\$23.00
NRC - 1st	N/A	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$90.00
NRC - Add'l	N/A	\$198.15	\$45.91	\$147.07	\$298.18	\$140.49	\$196.28	\$217.17	\$216.27	\$100.49
NRC - Disconnect Charge - 1st	N/A	\$148.18	\$44.18	\$111.75	\$231.18	\$106.89	\$147.31	\$163.75	\$162.70	\$100.49
NRC - Disconnect Charge - Add'l	N/A	\$26.44	NA	NA	NA	\$20.00	\$26.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$20.42	NA	NA	NA	\$16.34	\$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	\$0.0003	\$0.0003	\$0.0002906	\$0.000175	\$8.06	\$11.34	\$0.0020	\$0.00327	NA
Access Tandem Switching per DA Access Service per call per mile	N/A	\$0.0003	\$0.0001	\$0.000186	\$0.000004	\$0.000175	\$0.000202	\$0.00003	\$0.000303	NA
DA Interconnection, per DA Access Service Call	N/A	\$0.0023	\$0.00055	\$0.0019152	\$0.000763	\$0.0025257	\$0.0023713	\$0.0021	\$0.0024809	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	\$0.00269	NA	\$0.00269	NA	NA	NA	\$0.00	\$0.00269	NA
NRC - 1st	N/A	\$260.69	\$206.06	\$204.23	\$501.98	\$195.54	\$257.73	NA	\$407.81	NA
NRC - Add'l	N/A	\$5.95	\$4.71	\$4.42	\$13.32	\$4.23	\$5.85	NA	\$11.00	NA
NRC - Disconnect Charge - 1st	N/A	\$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	\$130.05	\$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	\$4.23	\$5.85	NA	NA	NA
NRC - Manual Service Order - 1st	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	NA	\$407.53	NA	NA
Directory Assistance Database Service (DABS)										
Directory Assistance Database Service charge per listing	N/A	\$0.0446	\$0.001	\$0.0445	\$0.0193	\$0.0443	\$0.0447	\$0.04460	\$0.0444	NA

Version 3Q00:11/07/00

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Special Study - per AIN Toolkit Service Subscription										
NRC - Disconnect	BAPMS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
NRC	BAPLS	\$0.10	NA	\$0.061109	NA	\$0.08	\$0.0810536	\$0.08	\$0.0872769	NA
NRC - Disconnect	BAPLS	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
Call Event Report - per AIN Toolkit Service Subscription										
NRC	BAPDS	\$15.90	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect	BAPDS	\$44.56	NA	\$15.87	NA	\$15.81	\$15.93	\$15.90	\$15.94	NA
Call Event Special Study - per AIN Toolkit Service Subscription										
NRC	BAPDS	\$31.84	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
NRC - Disconnect	BAPDS	\$0.003	NA	\$0.0028704	NA	\$21.97	\$31.28	NA	NA	NA
NRC	BAPES	\$47.74	NA	\$22.64	NA	\$0.0026	\$0.0027018	\$0.003	\$0.0029092	NA
NRC - Disconnect	BAPES	\$15.90	NA	NA	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	NA	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
CNAM (Non-Database Owner), Per Query	NA	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	NA	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00
- Volume and term arrangements are also available.										
SELECTIVE ROUTING (SR)										
Per Line or PBX Trunk, each										
NRC	NA	NA	NA	NA	\$10.00 (Interim)	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch										
NRC	USRCR	\$230.60	\$229.65	\$180.62	\$229.65	\$229.65	\$227.99	\$229.65	\$226.22	\$229.65
NRC - Incremental Charge - Manual Service Order		\$25.93	NA	\$18.94	NA	NA	\$25.52	NA	\$27.84	NA
VIRTUAL COLLOCATOR										
2-wire Cross-Connect										
FC	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.26	\$0.3996	\$0.09	\$0.3648	\$0.30
NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19.20
NRC - Addl	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19.20
NRC - 1st - Manual Service Order		NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Addl - Manual Service Order		NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.76	NA	NA	NA
NRC - Disconnect - Addl	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
4-wire Cross-Connect										
FC	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7992	\$0.18	\$0.7297	\$0.50
NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	\$41.56	\$19.20
NRC - Addl	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19.20
NRC - 1st - Manual Service Order		NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Addl - Manual Service Order		NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
NRC - Disconnect - Addl	UEAC4	\$11.39	NA	NA	NA	\$9.55	\$11.43	NA	NA	NA
2-fiber Cross-Connect										
FC	CNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.99	\$15.06	\$15.64
NRC - 1st	CNC2F	\$55.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$67.34	\$69.28	\$41.56
NRC - Addl	CNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.83	\$29.82	\$48.55	\$48.89	\$29.82
NRC - Disconnect - 1st	CNC2F	\$16.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	NA
NRC - Disconnect - Addl	CNC2F	\$13.27	NA	NA	NA	\$10.29	\$10.34	NA	NA	NA
4-fiber Cross-Connect										
FC	CNC4F	\$21.75	NA	\$28.11	\$28.11	\$34.38	\$28.11	\$28.74	\$27.08	\$28.11
NRC - 1st	CNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.56	\$84.07	\$50.53
NRC - Addl	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$63.56	\$63.68	\$38.78
NRC - Disconnect - 1st	CNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	NA
NRC - Disconnect - Addl	CNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	NA
DS1 Cross-Connect										
FC		NA	NA	NA	NA	NA	NA	\$0.97	NA	NA
NRC - 1st		NA	NA	NA	NA	NA	NA	\$71.02	NA	NA

BELLSOUTH/U.S. South RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 2
Exhibit C
Rates - Page 89

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	\$51.08	NA	NA
NRC - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
DS3 Cross-Connects										
FC		NA	NA	NA	NA	NA	NA	\$12.33	NA	NA
NRC - 1st		NA	NA	NA	NA	NA	NA	\$69.84	NA	NA
NRC - Add'l		NA	NA	NA	NA	NA	NA	\$49.43	NA	NA
NRC - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
NRC - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.										
Interim rates subject to true-up.										
1 BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)										
2 This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.										
3 This charge is only applicable where signaling usage measurement or billing capability does not exist.										
4 Prices for AIN to be determined upon development of mediation device. (TN)										
5 Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)										

Attachment 3
Network Interconnection

TABLE OF CONTENTS

1. Network Interconnection.....	3
2. Interconnection Trunk Group Architectures	6
3. Network Design And Management For Interconnection	13
4. Local Dialing Parity.....	16
5. Interconnection Compensation	16
6. Frame Relay Service Interconnection	24
7. Operational Support Systems (OSS)	26
Rates.....	Exhibit A
Basic Architecture.....	Exhibit B
One Way Architecture.....	Exhibit C
Two Way Architecture.....	Exhibit D
Supergroup Architecture.....	Exhibit E

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

1. **Network Interconnection**

All negotiated rates, terms and conditions set forth in this Attachment pertain only to the provision of network interconnection where U.S. South owns and provides its switch(es).

1.1 Network Interconnection for Call Transport and Termination may be provided by the Parties at any technically feasible point. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.1.1 An Interconnection Point (IP) is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and U.S. South. Each Party is responsible for providing the network on its side of the IP. Furthermore, the IP must be located within the LATA in which Local Traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of that traffic.

1.1.1.1 Pursuant to the provisions of this Attachment, the location of the Interconnection Point shall be established by mutual agreement of the Parties. In selecting the Interconnection Point, both Parties will act in good faith and select the point which is most efficient for both Parties. Each Party shall be responsible for engineering and maintaining the network on its side of the Interconnection Point. Additional Interconnection Points in a particular LATA may be established by mutual agreement of the Parties. If the Parties are unable to agree to a mutual Interconnection Point, each Party will designate the Interconnection Point for its originated traffic. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of local and intraLATA toll traffic between each other, the Parties shall mutually agree to the location of Interconnection Point(s).

1.2 **Interconnection via Dedicated Transport Facilities**

1.2.1 As part of Local Interconnection Call Transport and Termination Service, the originating Party may obtain Local Channel facilities (i.e., entrance facilities) from the terminating Party from the originating Party's specified Interconnection Point to its Serving Wire Center. The portion of Local Channel facilities utilized for

Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.2.2 Additionally, either Party may obtain Dedicated Interoffice Transport facilities from its designated Serving Wire Center to the other Party's first point of switching. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.2.3 For the purposes of this Attachment, **Local Channel** (i.e., entrance facility) is defined as a switch transport facility between a Party's Interconnection Point and its Serving Wire Center.

1.2.4 For the purposes of this Attachment, **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Interconnection Point.

1.2.5 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.

1.3 **Fiber Meet**

1.3.1 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Interconnection Point).

1.3.2 If U.S. South elects to interconnect with BellSouth pursuant to a Fiber Meet, U.S. South and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, U.S. South's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire

Center (BIWC). The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.

- 1.3.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BIWC.
- 1.3.4 U.S. South shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the U.S. South Interconnection Wire Center ("U.S. South Wire Center").
- 1.3.5 BellSouth shall designate an Interconnection Point outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable U.S. South to deliver, fiber optic facilities into the Interconnection Point with sufficient spare length to reach the fusion splice point at the Interconnection Point. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Interconnection Point. A Common Language Location Identification ("CLLI") code will be established for each Interconnection Point. The code established must be a building type code. All orders shall originate from the Interconnection Point (i.e., Interconnection Point to U.S. South, Interconnection Point to BellSouth).
- 1.3.6 U.S. South shall deliver and maintain such strands wholly at its own expense. Upon verbal request by U.S. South, BellSouth shall allow U.S. South access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.3.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.3.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.3.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit Local Traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2. **Interconnection Trunk Group Architectures**
 - 2.1 BellSouth and U.S. South shall establish interconnecting trunk groups and trunk group configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the Local Exchange Routing Guide (LERG).
 - 2.2 U.S. South shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of U.S. South's originated local and intraLATA toll traffic and for the receipt and delivery of Transit Traffic. To the extent U.S. South desires to terminate local and intraLATA toll traffic to BellSouth and Transit Traffic to third parties subtending other BellSouth access tandems within the LATA, other than the one U.S. South has established interconnection trunk groups to, U.S. South shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems or order interconnection trunk groups to such other BellSouth access tandems.
 - 2.2.1 Notwithstanding the forgoing, U.S. South shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where U.S. South has homed (i.e. assigned) its NPA/NXXs. U.S. South shall home its NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas to which the NPA/NXXs are assigned. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). U.S. South shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.
 - 2.3 Switched Access traffic will be delivered to and by Interexchange Carriers (IXCs) based on U.S. South's NXX Access Tandem homing arrangement as specified by U.S. South in the LERG.
 - 2.4 Any U.S. South interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to U.S. South from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require U.S. South to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process set forth in General Terms and Conditions.
 - 2.5 Charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and U.S. South are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the interim rate shall be as set forth in the appropriate BellSouth tariff for Switched Access services. Once a cost based rate is established by BellSouth, the interim

tariff rate shall be trued up and the cost based rate will be applied retroactively to the effective date of this agreement.

- 2.6 For two-way trunk groups that carry both Parties' local and IntraLATA Toll traffic only, excluding trunk groups that carry Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. U.S. South shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 2.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 2.8 In cases where U.S. South is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 2.9 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order Confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid, error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and U.S. South's equivalent trunking group.
- 2.10 **Interconnection Trunk Groups for Exchange of Local, IntraLATA Toll and Transit Traffic**
- 2.10.1 If the Parties' originated local and/or intraLATA toll traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Interconnection Point(s) for two-way interconnection trunk groups transporting both Parties local and/or intraLATA toll shall be mutually agreed upon. U.S. South shall order such two-way trunks via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of local and/or intraLATA toll traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated local and/or intraLATA toll traffic to the other Party.

2.10.2 BellSouth Access Tandem Interconnection Architectures

BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.10.2.1 Basic Architecture

2.10.2.1.1 In this architecture, U.S. South's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between U.S. South and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between U.S. South and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which U.S. South desires interconnection and has the proper contractual arrangements. This group also carries U.S. South originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to U.S. South. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.10.2.2 One-Way Trunk Group Architecture

2.10.2.2.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries U.S. South-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for U.S. South end-users. A third two-way trunk group is established for U.S. South's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between U.S. South and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which U.S. South desires interconnection and has the proper contractual arrangements. This group also carries U.S. South originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunk Group Architecture is illustrated in Exhibit C.

2.10.2.3 Two-Way Trunk Group Architecture

2.10.2.3.1 The Two-Way Trunk Group Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between U.S. South and BellSouth. In

addition, a two-way transit trunk group must be established for U.S. South's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between U.S. South and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which U.S. South desires interconnection and has the proper contractual arrangements. This group also carries U.S. South originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunk Group Architecture is illustrated in Exhibit D.

2.10.2.4 **Supergroup Architecture**

2.10.2.4.1 In the Supergroup Architecture, the Parties' Local and IntraLATA Toll and U.S. South's Transit Traffic are exchanged on a single two-way trunk group between U.S. South and BellSouth. This group carries intratandem Transit Traffic between U.S. South and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which U.S. South desires interconnection and has the proper contractual arrangements. This group also carries U.S. South originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.10.3 **Multiple Access Tandem Service**

2.10.3.1 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of U.S. South-originated intraLATA toll and Local Traffic, that is transported by BellSouth, by establishing an interconnection trunk group(s) at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, U.S. South must still establish an interconnection trunk group(s) at all BellSouth access tandems where U.S. South NXXs are "homed". If U.S. South does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, U.S. South can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where U.S. South does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.10.3.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to

and by IXC's based on U.S. South's NXX Access Tandem homing arrangement as specified by U.S. South in the LERG.

- 2.10.3.3 For U.S. South-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (Transit Traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 2.10.3.4 The Parties agree that compensation for the BellSouth transport and/or termination of U.S. South's Local Traffic and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for Local Traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.
- 2.10.3.5 To the extent U.S. South does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, U.S. South must establish an interconnection trunk group(s) to every access tandem in the calling area in order to serve the entire calling area. To the extent U.S. South does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish an interconnection trunk group(s) to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent U.S. South routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, U.S. South agrees to pay BellSouth the associated transport and termination charges.
- 2.10.4 **Local Tandem Interconnection**
 - 2.10.4.1 Local Tandem Interconnection arrangement allows U.S. South to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of U.S. South-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.
 - 2.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, U.S. South must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, U.S. South may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. U.S. South may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where U.S. South does not choose to establish an interconnection trunk group(s). It is U.S. South's responsibility to enter its own NPA/NXX local tandem homing

arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to U.S. South's codes. Likewise, U.S. South shall obtain its routing information from the LERG.

2.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, U.S. South must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which U.S. South has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

2.10.4.4 BellSouth's provisioning of local tandem interconnection assumes that U.S. South has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

2.10.5 **Direct End Office-to-End Office Interconnection**

2.10.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or intraLATA toll traffic to the terminating Party on a direct end office-to-end office basis.

2.10.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:

2.10.5.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between U.S. South and BellSouth's subscribers.

2.10.5.2.2 Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between a U.S. South switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a U.S. South switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. Either Party will install additional capacity between such points when overflow traffic between U.S. South's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

- 2.10.5.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above, and agreement will not unreasonably be withheld.
- 2.10.6 **Transit Traffic Trunk Group**
- 2.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by U.S. South to deliver and receive local and intraLATA toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.
- 2.10.6.2 **Toll Free Traffic**
- 2.10.6.2.1 If U.S. South chooses BellSouth to handle Toll Free database queries from its switches, all U.S. South originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.
- 2.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which U.S. South requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 2.10.6.2.3 U.S. South may handle its own Toll Free database queries from its switch. If so, U.S. South will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, U.S. South will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, U.S. South will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, U.S. South is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, U.S. South will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth's access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.
- 2.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which U.S. South performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format

for calls destined to IXC's, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

3. Network Design And Management For Interconnection

- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full

interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

- 3.6 **Signaling Call Information.** BellSouth and U.S. South will send and receive 10 digits for Local Traffic. Additionally, BellSouth and U.S. South will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.7 **Forecasting for Trunk Provisioning**

- 3.7.1 Within six (6) months after execution of this agreement, U.S. South shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of U.S. South's forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

- 3.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, U.S. South-to-BellSouth one-way trunks ("U.S. South Trunks"), BellSouth-to-U.S. South one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering U.S. South's provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.

- 3.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for U.S. South location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

- 3.7.2 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

- 3.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.
- 3.7.4 Once initial interconnection trunk forecasts have been developed, U.S. South shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. U.S. South shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of U.S. South's forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.
- 3.8 **Trunk Utilization**
- 3.8.1 BellSouth and U.S. South shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed Reciprocal Trunk groups and/or two-way interconnection trunk groups, subject to the provision of the section following, after fifteen (15) business days advance written notice to U.S. South, BellSouth may disconnect any Non-utilized Reciprocal Trunk(s) and U.S. South shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. In addition, BellSouth may request U.S. South to disconnect any Non-utilized two-way interconnection trunk(s), if BellSouth has determined that the trunk group is not being utilized at eighty-five percent (85%) of the time consistent busy hour utilization level, provided that the Parties have not otherwise agreed. U.S. South shall comply with such request, subject to Section 3.8.1.1 below. Non-utilized trunks are defined as the trunks not being utilized as a result of a time consistent busy hour utilization of less than 85%.
- 3.8.1.1 Within ten (10) business days following the notice prescribed in the section above, U.S. South may request that BellSouth not disconnect or not request disconnection for some or all of the Non-utilized Trunks, in which event BellSouth shall keep the trunks in service and may invoice U.S. South for, and U.S. South shall pay, all applicable recurring and nonrecurring trunk and facility access tariff charges for the Non-utilized Trunks. The charges shall be applied retroactive to the date on which such trunks were installed and to continue until such trunks are disconnected, or to the extent U.S. South requests that such trunks remain in service, until the trunk group reaches an eighty-five percent (85%) time-consistent busy hour utilization level. In addition, U.S. South shall reimburse BellSouth for any nonrecurring and/or recurring charges BellSouth may have paid to U.S. South for the Non-utilized Trunks and for any trunk installation expense BellSouth incurred. This expense shall equal the nonrecurring installation charge for trunks in BellSouth's intrastate tariff. Furthermore, the U.S. South forecasts for each

subsequent forecast period shall be automatically reduced by the number of Reciprocal Trunks and/or two-way interconnection trunks that have been determined to be subject to disconnection pursuant to the foregoing procedures.

- 3.8.2 To the extent U.S. South requests BellSouth and BellSouth agrees to install additional Reciprocal and/or two-way interconnection trunks in any forecast period following the initial forecasting period that are not included in the forecast for that period (as such forecast may be revised from time to time), such trunks may be provisioned by BellSouth subject to the conditions set forth in the preceding sections above, and all applicable recurring and nonrecurring charges for such trunks shall be billed to and paid by U.S. South until such trunk groups reach an eighty-five percent (85%) time-consistent busy hour utilization level.

- 3.8.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of ninety percent (90%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

4. Local Dialing Parity

- 4.1 BellSouth and U.S. South shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and U.S. South shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5. Interconnection Compensation

5.1 Compensation for Call Transportation and Termination for Local Traffic

- 5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

- 5.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.

- 5.1.1.2 As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider.
- 5.1.1.3 As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party shall pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.
- 5.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating Local Traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.
- 5.1.3 For the purposes of this Attachment, **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.
- 5.1.4 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
- 5.1.5 For the purposes of this Attachment, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 5.1.6 If U.S. South utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from U.S. South for transport and termination of BellSouth originated traffic, BellSouth will pay U.S. South no more than the airline miles between the V & H coordinates of the Interconnection Point within the LATA where U.S. South receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the U.S. South terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate U.S. South at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by U.S. South as defined in this Attachment.
- 5.1.7 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.

- 5.1.8 Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of BellSouth originating traffic to U.S. South, BellSouth shall pay to U.S. South reciprocal compensation for Local Traffic delivered to U.S. South end users physically located within the LATA in which the call originated and within which the U.S. South end user's NPA/NXX is assigned. If U.S. South assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to U.S. South end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a U.S. South customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to U.S. South shall be due therefor. Further, U.S. South agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to U.S. South at BellSouth's switched access tariff rates.
- 5.1.9 If U.S. South does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole U.S. South NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if U.S. South can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 5.2 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 5.3 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month,

respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Facility Reporting Guidebook, as it is amended from time to time.

- 5.4 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to U.S. South. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 5.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and U.S. South shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
- 5.6 **Rate True-up**
- This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.**
- 5.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

- 5.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 5.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.
- 5.6.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and U.S. South specifically or upon all carriers generally, such as a generic cost proceeding.
- 5.7 **Compensation for IntraLATA Toll Traffic**
- 5.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.
- 5.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If U.S. South is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses U.S. South as an interexchange carrier on a 101XXXX basis, BellSouth will charge U.S. South the appropriate BellSouth tariff charges for originating switched access services.
- 5.7.3 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

- 5.7.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 5.7.5 8XX Access Screening. BellSouth's provision of 8XX TFD to U.S. South requires interconnection from U.S. South to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. U.S. South shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that U.S. South desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.
- 5.8 **Mutual Provision of Switched Access Service**
- 5.8.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall not be compensated as local.
- 5.8.2 When U.S. South's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly

delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

- 5.8.3 In the event that either Party fails to provide the appropriate MECAB switched access usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable switched access revenues, and a negotiated settlement will be agreed upon between the Parties.
- 5.8.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 5.8.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 5.8.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.8.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 5.8.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 5.8.9 U.S. South agrees not to deliver switched access traffic to BellSouth for termination except over U.S. South ordered switched access trunks and facilities.
- 5.9 **Transit Traffic Service**
- 5.9.1 BellSouth shall provide tandem switching and transport services for U.S. South's Transit Traffic. Transit traffic is traffic originating on U.S. South's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to U.S. South's network. Rates for local Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access

Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that U.S. South's end office is subtending the BellSouth Access Tandem for switched access traffic to and from U.S. South's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines.

Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between U.S. South and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between U.S. South and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 5.9.2 In the event that either Party fails to provide the appropriate MECAB usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect Transit Traffic revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable revenues and a negotiated settlement will be agreed upon between the Parties

- 5.9.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that U.S. South is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to U.S. South. U.S. South agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of U.S. South. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

5.10 **Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs).**

- 5.10.1 ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

6. Frame Relay Service Interconnection

- 6.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and U.S. South's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which U.S. South is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between U.S. South and BellSouth Frame Relay Switches in the same LATA.
- 6.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 6.3 Upon the request of either Party, such interconnection will be established where BellSouth and U.S. South have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 6.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 6.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 6.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 6.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 6.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, U.S. South may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree

to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies U.S. South that it has found that this method does not adequately represent the PLCU.

- 6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 6.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and U.S. South will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. U.S. South will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of U.S. South's PLCU.
- 6.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and U.S. South will pay, the total non-recurring and recurring charges for the NNI port. U.S. South will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by U.S. South's PLCU.
- 6.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 6.8 For the PVC segment between the U.S. South and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 6.9 Compensation for PVC rate elements will be calculated as follows:
 - 6.9.1 If U.S. South orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the U.S. South Frame Relay switch, BellSouth will invoice, and U.S. South will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and U.S. South Frame Relay switches. If the VC is a Local VC, U.S. South will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to U.S. South for the PVC segment.
 - 6.9.2 If BellSouth orders a Local VC connection between a U.S. South subscriber's PVC segment and a PVC segment from the U.S. South Frame Relay switch to the

BellSouth Frame Relay switch, BellSouth will invoice, and U.S. South will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and U.S. South Frame Relay switches. If the VC is a Local VC, U.S. South will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to U.S. South for the PVC segment.

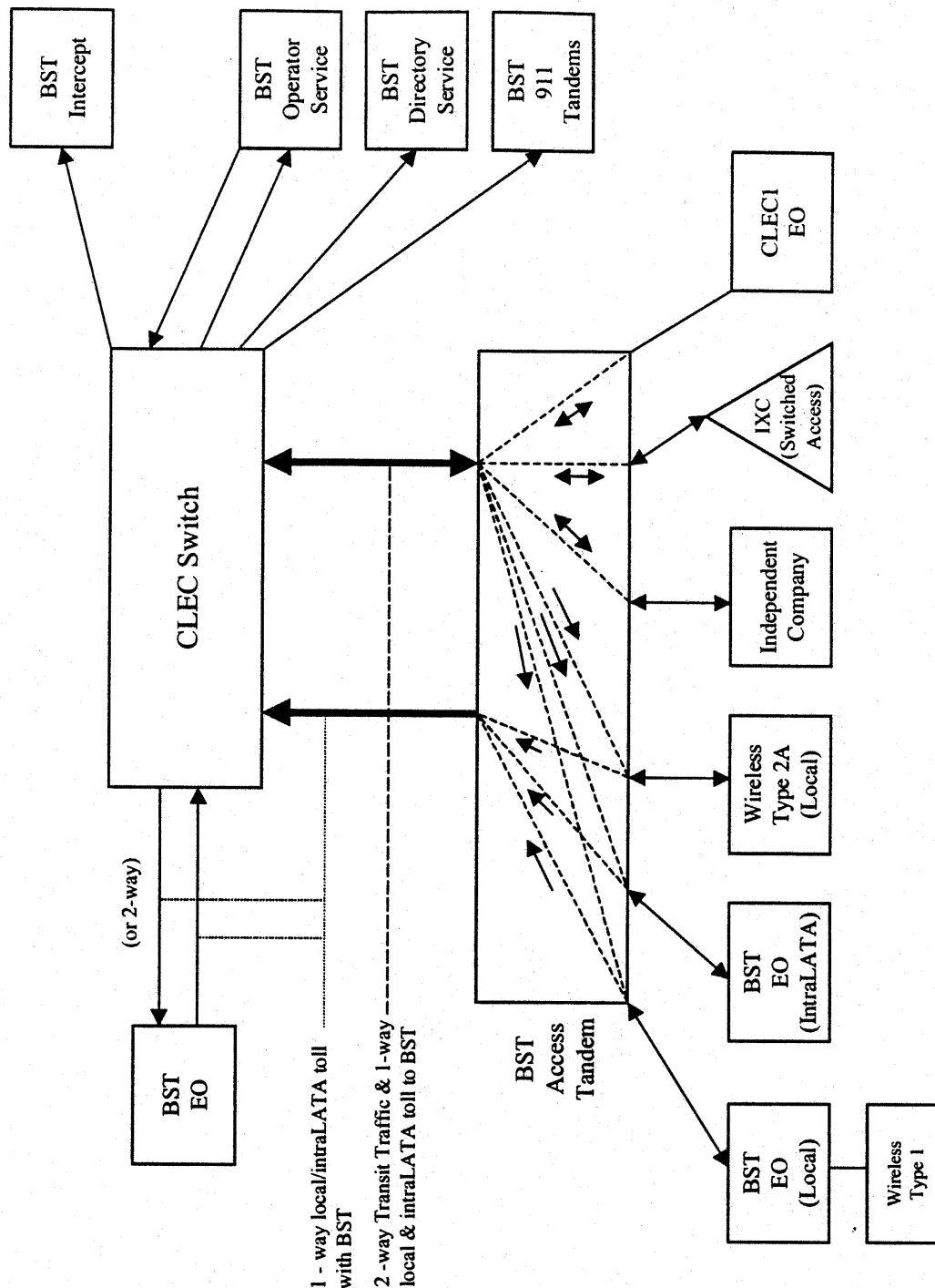
- 6.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 6.9.4 If U.S. South requests a change, BellSouth will invoice and U.S. South will pay a Feature Change charge for each affected PVC segment.
- 6.9.4.1 If BellSouth requests a change to a Local VC, U.S. South will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 6.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 6.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 6.10 U.S. South will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 above.
- 6.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 6.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 6 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

7. Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Attachment 2.

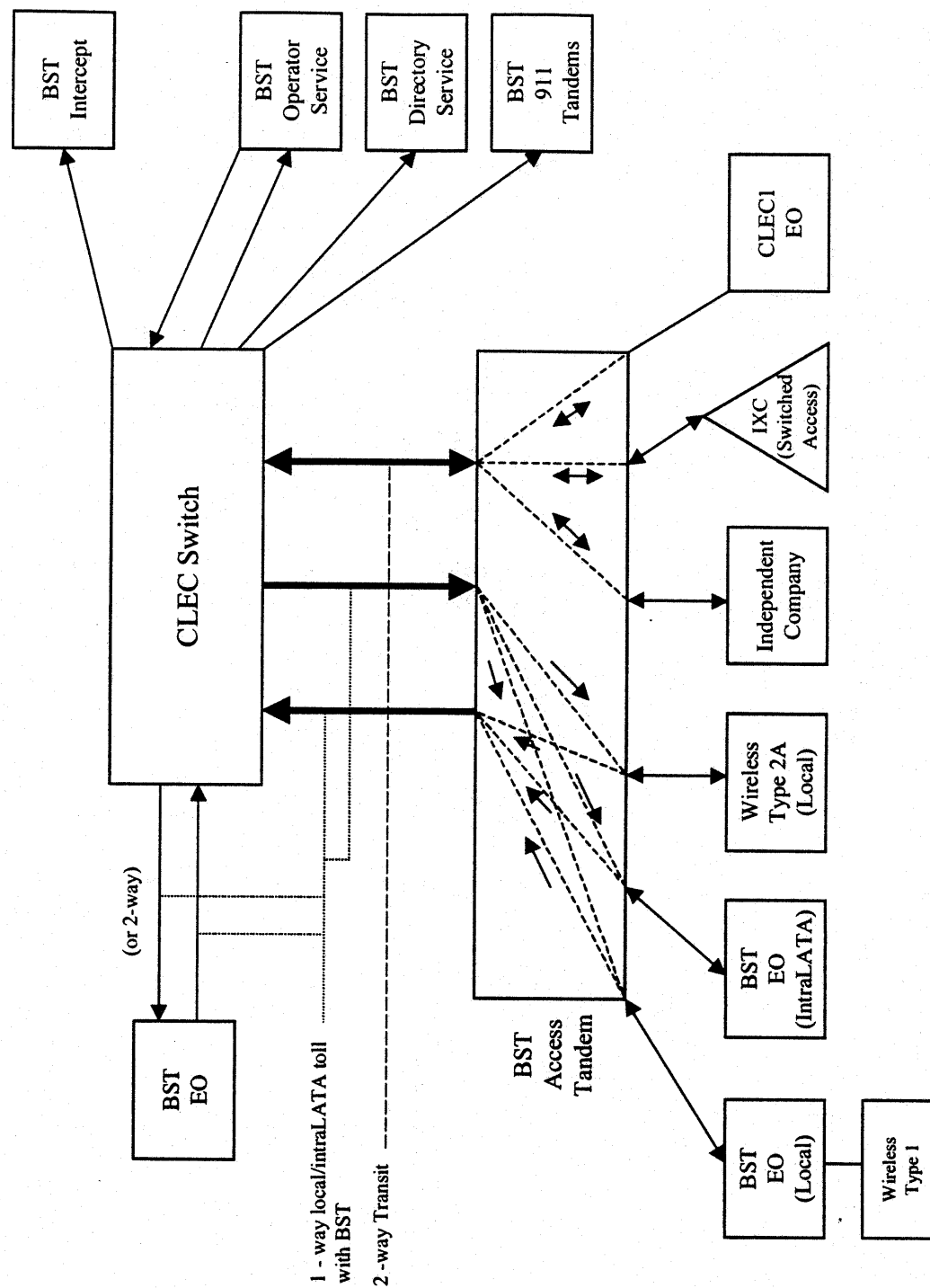
Exhibit B

Basic Architecture



One-Way Architecture

Exhibit C



Two-Way Architecture

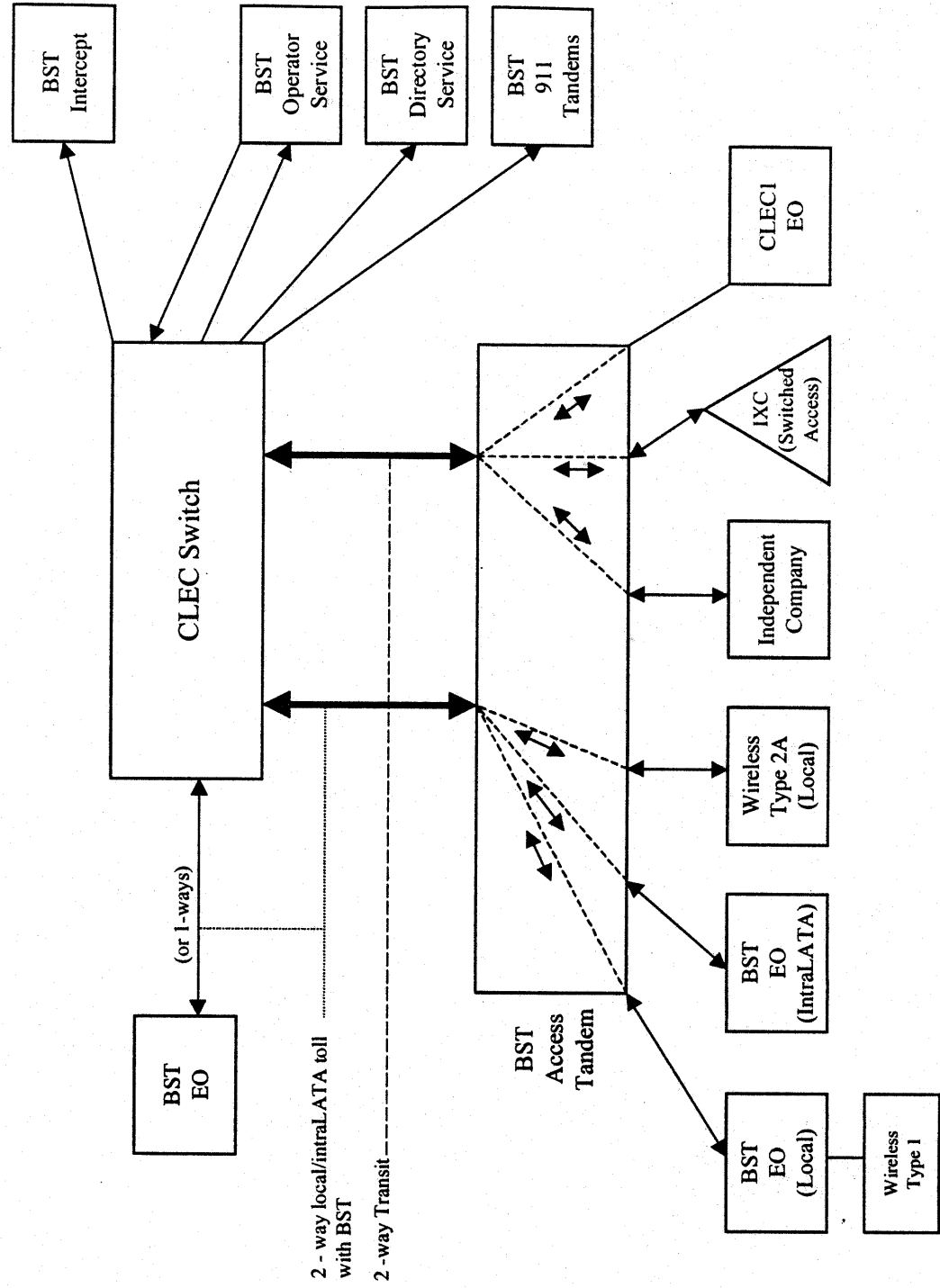
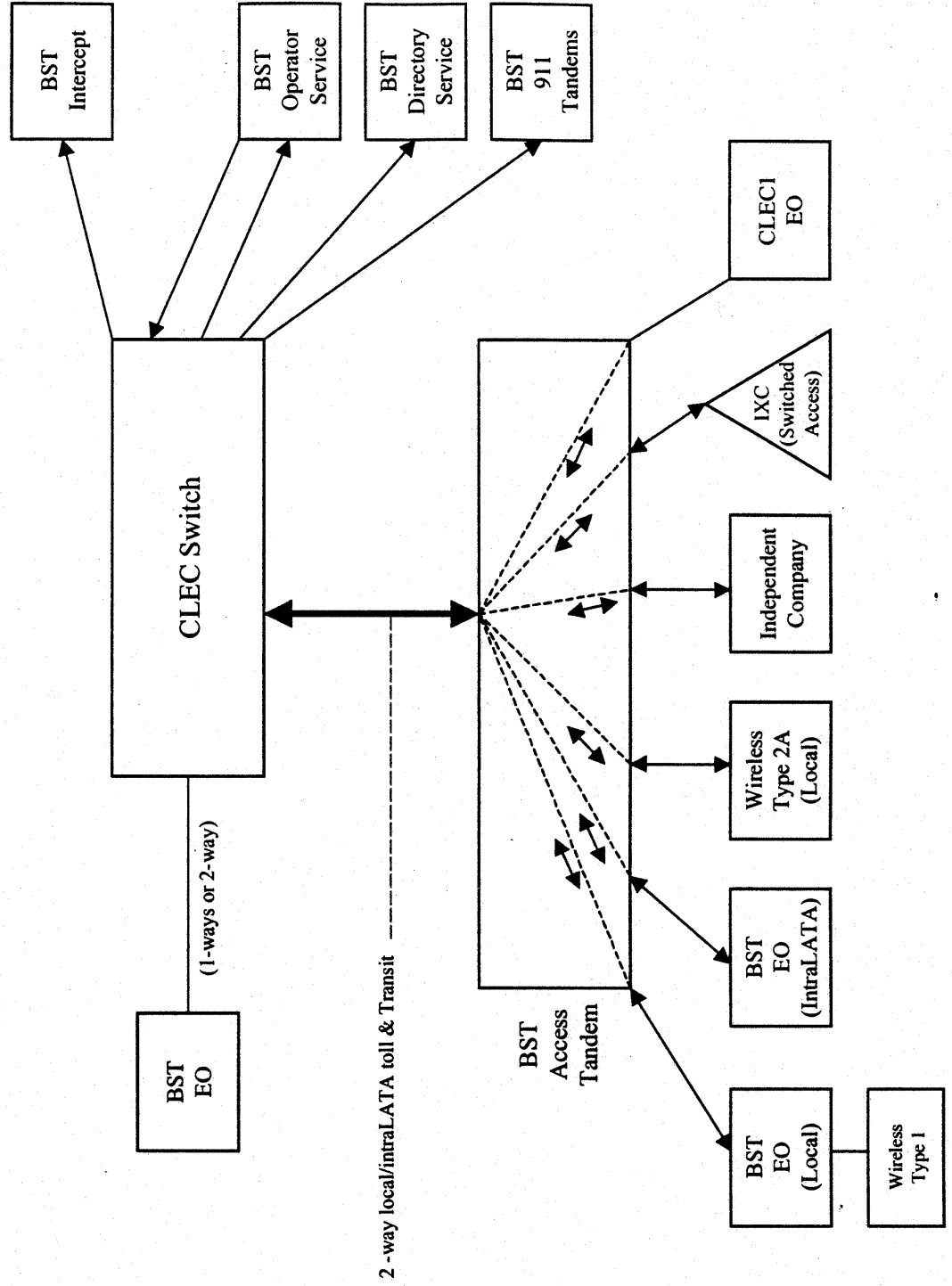


Exhibit E

Supergroup Architecture



BELLSOUTH U.S. South RATES
LOCAL INTERCONNECTION

		RATES BY STATE										
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												
End Office Switching, per mou	N/A	\$0.0018	NA	\$0.0016333	\$0.002562	\$0.00210	\$0.0023771	\$0.0015	\$0.0019295	\$0.0019		
Direct Local Interconnection, per mou (same as End Office Switching in FL)		NA	\$0.002	NA	NA	NA	NA	NA	NA	NA		
Tandem Switching, per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.0006	\$0.0006843	\$0.000676		
Tandem Local Interconnection, per mou (includes end office switching element)	N/A	NA	\$0.00325	NA	NA	NA	NA	NA	NA	NA		
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	N/A	NA	\$0.00125	NA	NA	NA	NA	NA	NA	NA		
Local Intermediary, per mou (applies to transit traffic only)	N/A	NA	\$0.00125	NA	NA	NA	NA	NA	NA	NA		
Tandem Intermediary Charge, per mou*	N/A	\$0.0015	NA	NA	\$0.001096	NA	NA	NA	NA	NA		
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)												
TRUNK CHARGE												
Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.												
Installation Trunk Side Service - per DS0												
NRG - 1st	TPP++	\$333.69	\$336.43	\$333.28	\$334.09	\$334.94	\$334.11	\$333.54	\$335.14	\$334.29		
NRG - Add'l	TPP++	\$56.91	\$57.38	\$56.84	\$57.12	\$56.98	\$56.98	\$56.88	\$57.16	\$57.01		
INTEROFFICE TRANSPORT												
Common (Shared) Transport												
(Common) (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004		
(Common) (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036		
Interoffice Channel Transport - Dedicated - VG												
Interoffice Transport - Dedicated - 2-wire VG												
2-Wire VG - per mile per month	1L5XF	\$0.0339	\$0.0098	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373	\$0.0173		
2-Wire VG - Facility Termination per month	1L5XF	\$18.49	\$26.52	\$17.07	NA	\$19.10	NA	\$18.01	\$21.42	\$18.33		
NRG - 2-wire VG - Facility Termination - 1st	1L5XF	\$107.11	\$81.09	\$79.61	NA	\$76.20	NA	\$137.48	\$136.44	\$55.39		
NRG - 2-wire VG - Facility Termination - Add'l	1L5XF	\$48.27	\$54.83	\$36.08	NA	\$34.54	NA	\$52.58	\$51.37	\$17.37		
NRG - 2-wire VG - Facility Termination - Disconnect Charge - 1st	1L5XF	\$37.16	\$31.01	NA	NA	\$28.03	NA	NA	NA	\$27.96		
NRG - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5XF	\$5.88	\$12.78	NA	NA	\$5.37	NA	NA	NA	\$3.51		
NRG - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$19.99		
NRG - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA		
NRG - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50		
NRG - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA		
NRG - 2-wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA		
NRG - 2-wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$27.57	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA		
NRG - 2-wire VG - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA		
NRG - 2-wire VG - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA		
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi												
2-Wire VG - per mile per month	1L5NF	NA	NA	NA	\$0.0301	NA	\$0.0323	NA	NA	NA		
2-Wire VG - Facility Termination per month	1L5NF	NA	NA	NA	\$27.66	NA	\$21.33	NA	NA	NA		
NRG - 2-wire VG - Facility Termination - 1st	1L5NF	NA	NA	NA	\$142.31	NA	\$106.72	NA	NA	NA		
NRG - 2-wire VG - Facility Termination - Add'l	1L5NF	NA	NA	NA	\$56.21	NA	\$48.83	NA	NA	NA		
NRG - 2-wire VG - Facility Termination - Disconnect Charge - 1st	1L5NF	NA	NA	NA	NA	NA	\$38.05	NA	NA	NA		
NRG - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5NF	NA	NA	NA	NA	NA	\$7.23	NA	NA	NA		
NRG - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA		

BELLSOUTH/US South RATES
LOCAL INTERCONNECTION

		RATES BY STATE										
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge-Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA		
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS												
DS0 - per mile per month	1L5XK	\$0.0339	\$0.0098	\$0.0222	NA	\$0.0384	NA	\$0.0282	\$0.0373	\$0.1730		
DS0 - Facility Termination per month	1L5XK	\$17.81	\$19.31	\$16.45	NA	\$18.37	NA	\$17.40	\$20.71	\$17.74		
NRC - DS0 - Facility Termination - 1st	1L5XK	\$107.11	\$81.11	\$79.61	NA	\$76.20	NA	\$137.48	\$136.44	\$55.39		
NRC - DS0 - Facility Termination - Add'l	1L5XK	\$48.27	\$54.83	\$36.08	NA	\$34.54	NA	\$52.58	\$51.37	\$17.37		
NRC - DS0 - Facility Termination - Disconnect Charge - 1st	1L5XK	\$37.16	\$31.01	NA	NA	\$28.03	NA	NA	NA	\$27.96		
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5XK	\$5.88	\$12.78	NA	NA	\$5.37	NA	NA	NA	\$3.51		
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$19.99		
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50		
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA		
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA		
NRC -DS0 -Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA		
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA		
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA		
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi												
DS0 - per mile per month	1L5NK	NA	NA	NA	\$0.0301	NA	\$0.0323	NA	NA	NA		
DS0 - Facility Termination per month	1L5NK	NA	NA	NA	\$26.95	NA	\$20.64	NA	NA	NA		
NRC - DS0 - Facility Termination - 1st	1L5NK	NA	NA	NA	\$142.31	NA	\$106.72	NA	NA	NA		
NRC - DS0 - Facility Termination - Add'l	1L5NK	NA	NA	NA	\$56.21	NA	\$48.83	NA	NA	NA		
NRC - DS0 - Facility Termination - Disconnect Charge - 1st	1L5NK	NA	NA	NA	NA	NA	\$38.05	NA	NA	NA		
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA	NA	NA	NA	NA	\$7.23	NA	NA	NA		
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA		
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA		
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	\$37.21	NA	\$25.52	NA	NA	NA		
NRC -DS0 -Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	\$37.21	NA	\$25.52	NA	NA	NA		
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA		
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA		
Interoffice Transport - Dedicated - DS1												
DS1 - per mile per month	1L5XL	\$0.6920	\$0.6013	\$0.4523	NA	\$0.7831	NA	\$0.5753	\$0.7598	\$0.3525		
DS1 - Facility Termination per month	1L5XL	\$79.69	\$99.79	\$78.47	NA	\$93.40	NA	\$71.29	\$94.98	\$75.83		
NRC - DS1 -Facility Termination - 1st	1L5XL	\$198.15	\$45.91	\$147.07	NA	\$140.49	NA	\$217.17	\$216.27	\$145.98		
NRC - DS1 - Facility Termination - Add'l	1L5XL	\$148.18	\$44.18	\$111.75	NA	\$106.69	NA	\$163.75	\$162.70	\$109.85		
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	\$25.44	\$30.30	NA	NA	\$20.00	NA	NA	NA	\$19.55		
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5XL	\$20.42	\$26.76	NA	NA	\$16.34	NA	NA	NA	\$14.99		
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	\$19.99		

Version: 20060909000

BELLSOUTH/J.S. South RATES
LOCAL INTERCONNECTION

		RATES BY STATE										TN
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC		TN	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	\$39.63	NA	
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	\$39.63	NA	
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	NA	
Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi												
DS1 - per mile per month	1LSNL	NA	NA	NA	\$0.4500	NA	\$0.6598	NA	NA	NA	NA	
DS1 - Facility Termination per month	1LSNL	NA	NA	NA	\$55.05	NA	\$74.40	NA	NA	NA	NA	
NRC - DS1-Facility Termination - 1st	1LSNL	NA	NA	NA	\$298.18	NA	\$196.28	NA	NA	NA	NA	
NRC - DS1 - Facility Termination - Add'l	1LSNL	NA	NA	NA	\$231.23	NA	\$147.31	NA	NA	NA	NA	
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1LSNL	NA	NA	NA	NA	NA	\$26.56	NA	NA	NA	NA	
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1LSNL	NA	NA	NA	NA	NA	\$21.61	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA	NA	
Interoffice Transport - Dedicated - DS3												
DS3 - per mile per month	1LSXM	\$4.98	\$4.17	\$2.72	NA	\$14.04	NA	\$12.98	\$8.13	\$5.89	\$5.89	
DS3 - Facility Termination per month	1LSXM	\$898.15	\$1,121.93	\$788.00	NA	\$1,101	NA	\$720.38	\$967.70	\$760.20	\$760.20	
NRC - DS3 - Facility Termination -1st	1LSXM	\$511.77	\$557.69	\$511.10	NA	\$611.41	NA	\$794.94	\$606.72	\$626.91	\$626.91	
NRC - DS3 - Facility Termination - Add'l	1LSXM	\$330.92	\$325.61	\$330.77	NA	\$304.90	NA	\$579.55	\$423.45	\$311.39	\$311.39	
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1LSXM	\$121.72	\$111.56	\$122.31	NA	\$102.16	NA	NA	NA	\$103.36	\$103.36	
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1LSXM	\$118.54	\$108.34	\$119.14	NA	\$99.46	NA	NA	NA	\$100.59	\$100.59	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	\$119.14	NA	NA	NA	NA	NA	\$19.99	\$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	NA	\$91.26	\$54.26	NA	NA	
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	NA	\$91.26	\$54.26	NA	NA	
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect--1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	NA	NA	NA	NA	NA	
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect--Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	NA	NA	NA	NA	NA	
Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi												
DS3 - per mile per month	1LSNM	NA	NA	NA	\$12.62	NA	\$15.02	NA	NA	NA	NA	
DS3 -Facility Termination per month	1LSNM	NA	NA	NA	\$1,204	NA	\$744.38	NA	NA	NA	NA	
NRC - DS3 - Facility Termination -1st	1LSNM	NA	NA	NA	\$946.23	NA	\$686.74	NA	NA	NA	NA	
NRC - DS3 - Facility Termination - Add'l	1LSNM	NA	NA	NA	\$516.89	NA	\$477.76	NA	NA	NA	NA	
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1LSNM	NA	NA	NA	NA	NA	\$125.56	NA	NA	NA	NA	
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1LSNM	NA	NA	NA	NA	NA	\$118.79	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	

BELLSOUTH/S. South RATES
LOCAL INTERCONNECTION

		RATES BY STATE												
DESCRIPTION	USOC	AL	FL	GA	KV	LA'	MS	NC	SC	TN				
Local Channel - Dedicated														
Local Channel - 2-Wire VG														
Monthly Recurring per month	TEFV2	\$14.61	\$29.33	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02				
NRC - 2-wire VG - Facility Termination - 1st	TEFV2	\$494.65	\$386.34	\$382.95	\$585.15	\$347.49	\$487.62	\$553.80	\$554.00	\$199.33				
NRC - 2-wire VG - Facility Termination - Add'l	TEFV2	\$84.44	\$66.36	\$62.40	\$98.53	\$59.75	\$84.35	\$89.69	\$88.58	\$24.16				
NRC - 2-wire VG - Facility Termination - Disconnect - 1st	TEFV2	\$77.81	\$67.91	NA	\$11.99	\$53.68	\$77.69	NA	NA	\$54.81				
NRC - 2-wire VG - Facility Termination - Disconnect - Add'l	TEFV2	\$7.63	\$5.92	NA	NA	\$6.60	\$8.95	NA	NA	\$4.80				
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99				
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA				
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50				
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA				
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.75	NA				
NRC - 2-wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.37	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA				
NRC - 2-wire VG - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA				
Local Channel - Dedicated - 4-Wire VG														
Monthly Recurring per month	TEFV4	\$15.77	\$30.50	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14				
NRC - 4-Wire VG - 1st	TEFV4	\$502.43	\$387.21	\$368.44	\$585.15	\$352.75	\$495.25	\$562.23	\$562.46	\$201.53				
NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	\$86.68	\$67.22	\$64.05	\$98.53	\$61.33	\$86.56	\$92.67	\$91.57	\$24.83				
NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	\$78.71	\$68.78	NA	NA	\$54.36	\$78.58	NA	NA	\$55.52				
NRC - Manual Svc Order, per LSR	SOMAN	\$8.53	\$6.79	NA	NA	\$7.28	\$9.84	NA	NA	\$5.51				
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99				
NRC - Electronic Svc Order, per LSR	SOMEC	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA				
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50				
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$3.50	\$0.42	NA	NA	\$18.14	\$25.52	\$42.17	\$43.64	NA				
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA				
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.73	NA	\$8.42	NA	NA	NA	NA	NA	NA				
Local Channel - Dedicated - DS1														
Monthly Recurring per month	TEFHG	\$35.52	\$43.53	\$38.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27				
NRC - DS1 - 1st	TEFHG	\$503.67	\$242.45	\$366.15	\$538.95	\$348.56	\$494.83	\$534.48	\$534.81	\$277.35				
NRC - DS1 - Add'l	TEFHG	\$442.84	\$226.44	\$312.89	\$464.94	\$300.30	\$435.28	\$462.69	\$462.81	\$233.26				
NRC - DS1 - Disconnect Chg - 1st	TEFHG	\$46.28	\$41.13	NA	NA	\$24.15	\$46.85	NA	NA	\$33.18				
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	\$32.18	\$28.28	NA	NA	\$21.31	\$33.02	NA	NA	\$22.30				
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99				
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA				
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50				
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA				
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$61.95	NA	\$44.22	\$87.71	\$42.34	\$59.58	\$86.15	\$87.99	NA				
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$0.00	NA	NA	NA	NA	NA	\$1.77	\$3.11	NA				

BELLSOUTH/L.S. South RATES
LOCAL INTERCONNECTION

DESCRIPTION		USOC	RATES BY STATE											
			AL	FL	GA	KY	LA	MS	NC	SC	TN			
Local Channel - Dedicated - DS3														
DS3 - Facility Termination per month		TEFHJ	\$541.78	\$570.06	\$550.01	\$697.89	\$696.07	\$533.33	\$498.87	\$498.58	\$633.15			
NRC - DS3 - Facility Termination - 1st		TEFHJ	\$640.54	\$903.37	\$639.50	\$1,091.00	\$594.71	\$526.67	\$562.25	\$735.42	\$726.16			
NRC - DS3 - Facility Termination - Add'l		TEFHJ	\$426.28	\$528.05	\$426.40	\$661.23	\$396.54	\$493.71	\$527.88	\$519.31	\$411.64			
NRC - DS3 - Facility Termination - Disconnect - 1st		TEFHJ	\$121.72	\$221.46	\$122.31	NA	\$113.75	\$42.41	NA	NA	\$103.36			
NRC - DS3 - Facility Termination - Disconnect - Add'l		TEFHJ	\$118.54	\$154.90	\$119.14	NA	\$110.80	\$40.87	NA	NA	\$100.59			
NRC - Manual Svc Order, per LSR		SOMAN	NA	\$21.56	NA	\$19.99	NA	NA	NA	NA	\$19.99			
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR		SOMEC	\$3.50	\$2.75	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50			
NRC - Electronic Svc Order, per LSR disconnect		SOMEC	NA	\$0.42	NA	NA	NA	NA	NA	NA	NA			
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st		SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.26	\$31.49	\$56.25	\$54.26	NA			
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l		SOMAN	\$38.48	NA	\$37.55	\$93.12	\$50.25	\$31.49	\$56.25	\$54.26	NA			
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect - 1st		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA			
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-Add'l		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$25.35	NA	NA	NA			
CHANNELIZATION														
DS3 Channelization (DS3 to DS1)														
per Channelized System (28 DS1) per month		SATCS	\$188.51	\$220.97	\$188.78	NA	\$182.64	NA	\$243.76	\$234.30	\$185.94			
NRC - 1st		SATCS	\$71.76	\$356.40	\$72.50	NA	\$60.96	NA	\$77.90	NA	\$61.09			
NRC - Add'l		SATCS	\$52.03	\$188.00	\$59.96	NA	\$50.46	NA	\$63.32	NA	\$50.31			
NRC - 1st - Disconnect		SATCS	\$17.22	\$61.64	\$11.02	NA	\$7.55	NA	\$4.61	\$11.99	\$3.91			
NRC - Add'l - Disconnect		SATCS	\$12.05	\$58.98	\$12.02	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61			
per Interface per month (COCI)		SATCO	\$8.69	\$14.40	\$8.66	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03			
NRC - 1st		SATCO	NA	\$13.16	NA	NA	NA	NA	NA	NA	\$19.99			
NRC - Add'l		SATCO	NA	\$9.43	NA	NA	NA	NA	NA	NA	NA			
NRC - Manual Svc Order, per LSR		SOMEC	\$3.50	\$21.56	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50			
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR		SOMAN	\$15.61	NA	\$14.91	NA	\$19.74	NA	\$28.13	\$25.59	\$21.71			
NRC - Electronic Svc Order, per LSR disconnect		SOMAN	\$7.39	NA	\$6.63	NA	\$8.77	NA	\$13.33	\$8.92	\$10.46			
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st		SOMAN	\$11.67	NA	\$10.82	NA	\$12.43	NA	\$18.26	NA	\$14.21			
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l		SOMAN	\$0.9469	NA	NA	NA	NA	NA	\$1.48	NA	\$1.46			
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi														
per Channelized System (28 DS1) per month		SATNS	NA	NA	NA	\$236.32	NA	\$247.40	NA	NA	NA			
NRC - 1st		SATNS	NA	NA	NA	\$425.41	NA	\$79.94	NA	NA	NA			
NRC - Add'l		SATNS	NA	NA	NA	\$303.33	NA	\$65.20	NA	NA	NA			
NRC - 1st - Disconnect		SATNS	NA	NA	NA	NA	NA	\$5.58	NA	NA	NA			
NRC - Add'l - Disconnect		SATNS	NA	NA	NA	NA	NA	\$15.85	NA	NA	NA			
per Interface per month (COCI)		SATCO	NA	NA	NA	\$8.52	NA	\$11.35	NA	NA	NA			
NRC - 1st		SATCO	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA			
NRC - Add'l		SATCO	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Manual Svc Order, per LSR		SOMAN	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA			
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
NRC - Electronic Svc Order, per LSR		SOMEC	NA	NA	NA	NA	NA	\$26.95	NA	NA	NA			
NRC - Electronic Svc Order, per LSR disconnect		SOMEC	NA	NA	NA	NA	NA	\$11.98	NA	NA	NA			
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st		SOMAN	NA	NA	NA	\$41.47	NA	\$16.97	NA	NA	NA			
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l		SOMAN	NA	NA	NA	\$11.99	NA	NA	NA	NA	NA			
DS1 Channelization (DS1 to DS0)														

BELLSOUTH U.S. South RATES
LOCAL INTERCONNECTION

DESCRIPTION		USOC	RATES BY STATE										SC	TN
			AL	FL	GA	KY	LA	MS	NC					
per Channelized System (24 DS0) per month		SATC1	\$136.82	\$153.60	\$126.22	NA	\$209.87	NA	\$177.72	NA	\$147.51	\$165.21		
NRC - 1st		SATC1	\$197.98	\$182.14	\$198.22	NA	\$193.63	NA	\$267.19	NA	\$220.89	\$197.21		
NRC - Add'l		SATC1	\$123.12	\$125.18	\$123.59	NA	\$118.37	NA	\$161.43	NA	\$137.15	\$119.99		
NRC - 1st - Disconnect		SATC1	\$30.18	\$19.52	\$31.03	NA	\$26.44	NA	\$34.55	NA	\$25.66	\$19.99		
NRC - Add'l - Disconnect		SATC1	\$18.86	\$18.14	\$19.75	NA	\$16.83	NA	\$21.14	NA	\$15.81	\$15.81		
- Interface (COC)														
per OCUP-DP(data) card per month (2.4-64kbs)		SATSA	\$1.66	\$2.20	\$1.86	NA	\$3.12	NA	\$2.88	NA	\$2.34	\$2.46		
NRC - 1st		SATSA	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	\$12.05	\$12.61		
NRC - Add'l		SATSA	\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	NA	\$8.68	\$9.03		
per BRITE card per month		SATSA	\$3.41	\$3.83	\$3.71	NA	\$4.18	NA	\$3.76	NA	\$4.21	\$3.33		
NRC - 1st		SATSA	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	\$12.05	\$12.61		
NRC - Add'l		SATSA	\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	NA	\$8.68	\$9.03		
per VG card per month (DS0)		SATSA	\$0.86	\$1.45	\$1.17	NA	\$1.62	NA	\$1.64	NA	\$1.47	\$1.25		
NRC - 1st		SATSA	\$12.05	\$13.16	\$12.02	NA	\$12.29	NA	\$15.76	NA	\$12.05	\$12.61		
NRC - Add'l		SATSA	\$8.69	\$9.43	\$8.66	NA	\$8.80	NA	\$11.28	NA	\$8.68	\$9.03		
NRC - Manual Svc Order, per LSR		SOMAN	NA	\$21.56	NA	NA	NA	NA	NA	NA	NA	\$19.99		
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	\$3.84	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR		SOMEK	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50		
NRC - Electronic Svc Order, per LSR disconnect		SOMEK	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st		SOMAN	\$15.61	NA	\$14.75	NA	\$19.74	NA	\$28.13	NA	\$25.59	\$25.66		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l		SOMAN	\$7.39	NA	\$6.55	NA	\$8.77	NA	\$13.33	NA	\$8.92	\$15.81		
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st		SOMAN	\$11.67	NA	\$10.70	NA	\$12.43	NA	\$18.26	NA	\$14.21	\$14.21		
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l		SOMAN	\$0.9469	NA	\$0.00	NA	NA	NA	\$1.48	NA	NA	\$1.46		
DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi														
per Channelized System (24 DS0) per month		SASTN1	NA	NA	NA	\$200.01	NA	\$146.87	NA	NA	NA	NA		
NRC - 1st		SASTN1	NA	NA	NA	\$302.82	NA	\$271.52	NA	NA	NA	NA		
NRC - Add'l		SASTN1	NA	NA	NA	\$184.20	NA	\$164.56	NA	NA	NA	NA		
NRC - 1st - Disconnect		SASTN1	NA	NA	NA	NA	NA	\$36.38	NA	NA	NA	NA		
NRC - Add'l - Disconnect		SASTN1	NA	NA	NA	NA	NA	\$11.98	NA	NA	NA	NA		
- Interface (COC)														
per OCUP-DP(data) card per month (2.4-64kbs)		SATSA	NA	NA	NA	\$2.94	NA	\$2.86	NA	NA	NA	NA		
NRC - 1st		SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA	NA		
NRC - Add'l		SATSA	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA	NA		
per BRITE card per month		SATSA	NA	NA	NA	\$4.04	NA	\$3.88	NA	NA	NA	NA		
NRC - 1st		SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA	NA		
NRC - Add'l		SATSA	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA	NA		
per VG card per month (DS0)		SATSA	NA	NA	NA	\$1.40	NA	\$1.45	NA	NA	NA	NA		
NRC - 1st		SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA	NA		
NRC - Add'l		SATSA	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA	NA		
NRC - Manual Svc Order, per LSR		SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA	NA		
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR		SOMEK	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR disconnect		SOMEK	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st		SOMAN	NA	NA	NA	\$41.47	NA	\$19.74	NA	NA	NA	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l		SOMAN	NA	NA	NA	\$11.99	NA	\$8.77	NA	NA	NA	NA		
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st		SOMAN	NA	NA	NA	NA	NA	\$12.43	NA	NA	NA	NA		
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		
Local Interconnection Mid-Span Meet														
Local Channel - Dedicated - DS1														
Version 3/30/09/2/3/07														

BELLSOUTH/J.S. South RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
DS1 Monthly Recurring per month	TEFHG	\$14.84	\$17.27	\$15.95	\$17.19	\$19.93	\$16.48	\$16.58	\$15.87	\$17.90	
NRC - DS1 - 1st	TEFHG	\$546.69	\$553.19	\$545.80	\$547.16	\$548.70	\$546.77	\$546.22	\$548.72	\$547.48	
NRC - DS1 - Add'l	TEFHG	\$471.61	\$477.22	\$470.84	\$472.01	\$473.34	\$471.68	\$471.20	\$473.36	\$472.29	
NRC - DS1 - Disconnect Chg - 1st	TEFHG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$89.52	90.0705	\$88.87	\$89.09	\$89.34	\$89.03	\$88.94	\$89.34	\$89.14	
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$89.52	90.0705	\$88.87	\$89.09	\$89.34	\$89.03	\$88.94	\$89.34	\$89.14	
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Local Channel - Dedicated - DS3											
DS3 - Facility Termination per month	TEFHJ	\$214.60	\$245.65	\$231.61	\$275.82	\$287.11	\$218.84	\$232.80	\$222.56	\$285.50	
NRC - DS3 - Facility Termination - 1st	TEFHJ	\$1,066.46	\$1,079.15	\$1,064.72	\$1,067.37	\$1,070.38	\$1,066.63	\$1,065.55	\$1,070.42	\$1,068.00	
NRC - DS3 - Facility Termination - Add'l	TEFHJ	\$670.88	\$78.85.98	\$669.79	\$671.45	\$673.34	\$670.98	\$670.31	\$673.37	\$671.85	
NRC - DS1 - Disconnect Chg - 1st	TEFHJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
NRC - DS1 - Disconnect Chg - Add'l	TEFHJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$94.49	\$95.61	\$94.34	\$94.57	\$94.84	\$94.50	\$94.41	\$94.94	\$94.63	
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$94.49	\$95.61	\$94.34	\$94.57	\$94.84	\$94.50	\$94.41	\$94.94	\$94.63	
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
NOTES:											
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.											

Attachment 4

Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 **Scope of Attachment.** The rates, terms, and conditions contained within this Attachment shall only apply when U.S. South is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.2 **Right to Occupy.** BellSouth shall offer to U.S. South collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth allows U.S. South to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by U.S. South and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.2.1 In all states other than Florida, the size specified by U.S. South may contemplate a request for space sufficient to accommodate U.S. South's growth within a two-year period.

1.2.2 In the state of Florida, the size specified by U.S. South may contemplate a request for space sufficient to accommodate U.S. South's growth within an eighteen (18) month period.

1.3 **Space Reclamation.** In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. U.S. South will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 **Use of Space.** U.S. South shall use the Collocation Space for the purposes of installing, maintaining and operating U.S. South's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and

facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, U.S. South may, at its option, place U.S. South-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.5 **Rates and Charges.** U.S. South agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.6 **Due Dates.** In all states other than Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Notification**
- 2.1 **Availability of Space.** Upon submission of an Application pursuant to Section 6, BellSouth will permit U.S. South to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.
- 2.1.1 **Availability Notification.** Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.
- 2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.
- 2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.
- 2.1.4 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount

of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.

2.2 **Reporting.** Upon request from U.S. South, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from U.S. South for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify U.S. South and inform U.S. South of the time frame under which it can respond.

2.2.2.1 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify U.S. South and inform U.S. South of the time frame under which it can respond.

2.3 **Denial of Application.** After notifying U.S. South that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow U.S. South, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

2.3.1 **Denial of Application.** In Mississippi, after notifying U.S. South that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow U.S. South, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.

- 2.4 Filing of Petition for Waiver.** Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit U.S. South to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 2.5 Waiting List.** Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. U.S. South must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that U.S. South wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If U.S. South does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove U.S. South from the waiting list. Upon request, BellSouth will advise U.S. South as to its position on the list.
- 2.5.1** In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.
- 2.6 Public Notification.** BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 **Regulatory Agency Procedures.** Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to U.S. South that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

3. Collocation Options

3.1 **Cageless.** BellSouth shall allow U.S. South to collocate U.S. South's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow U.S. South to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where U.S. South's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, U.S. South must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.

3.2 **Cages.** BellSouth shall construct enclosures in compliance with U.S. South's collocation request. At U.S. South's request, BellSouth shall permit U.S. South to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.3 When U.S. South subcontracts the construction, U.S. South must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at U.S. South's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, U.S. South and U.S. South's BellSouth Certified Contractor must comply with the more stringent local building code requirements. U.S. South's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with U.S. South and provide, at U.S. South's expense, the documentation, including architectural drawings, necessary for U.S. South to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to U.S. South the costs of providing the documentation. The BellSouth Certified Contractor shall bill U.S. South directly for all work performed for U.S. South pursuant to this Attachment and BellSouth shall have no liability for nor

responsibility to pay such charges imposed by the BellSouth Certified Contractor. U.S. South must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access U.S. South's locked enclosure prior to notifying U.S. South.

- 3.3.1 BellSouth may elect to review U.S. South's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. U.S. South shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews U.S. South's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review U.S. South's plans and specifications prior to construction, U.S. South will be entitled to request BellSouth to review; and in the event U.S. South does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require U.S. South to remove or correct within seven (7) calendar days at U.S. South's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.4 Shared (Subleased) Caged Collocation. U.S. South may allow other telecommunications carriers to share U.S. South's caged collocation arrangement pursuant to terms and conditions agreed to by U.S. South ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. U.S. South shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by U.S. South that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and U.S. South.

- 3.4.1 U.S. South, as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, U.S. South shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding

the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

- 3.4.2 U.S. South shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of U.S. South's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by U.S. South and in conformance with BellSouth's design and construction specifications. Further, U.S. South shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.
- 3.5.1 Should U.S. South elect such option, U.S. South must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, U.S. South and U.S. South's BellSouth Certified Contractor must comply with the more stringent local building code requirements. U.S. South's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. U.S. South's BellSouth Certified Contractor shall bill U.S. South directly for all work performed for U.S. South pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. U.S. South must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access U.S. South's locked enclosure prior to notifying U.S. South.
- 3.5.2 U.S. South must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review U.S. South's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews U.S. South's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review U.S. South's plans and specifications prior to construction, U.S. South will be entitled to request BellSouth to review; and

in the event U.S. South does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require U.S. South to remove or correct within seven (7) calendar days at U.S. South's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications

3.5.3 U.S. South shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At U.S. South's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. U.S. South's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

4. **Occupancy**

4.1 Commencement Date. The "Commencement Date" shall be the day U.S. South's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify U.S. South in writing that the Collocation Space is ready for occupancy. U.S. South must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, U.S. South's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:

4.3.1 U.S. South may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

4.3.2 Upon termination of such occupancy, U.S. South at its expense shall remove its equipment and other property from the Collocation Space. U.S. South shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of U.S. South's Guests, unless CLEC's guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such

removal date. U.S. South shall continue payment of monthly fees to BellSouth until such date as U.S. South has fully vacated the Collocation Space. Should U.S. South or U.S. South's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of U.S. South or U.S. South's Guest at U.S. South's expense and with no liability for damage or injury to U.S. South or U.S. South's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of U.S. South's right to occupy Collocation Space, U.S. South shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by U.S. South except for ordinary wear and tear, unless otherwise agreed to by the Parties. U.S. South shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on U.S. South's failure to comply with this section.

5.1.2 U.S. South shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that U.S. South submits an application for terminations that exceed the total capacity of the collocated equipment, U.S. South will be informed of the discrepancy and will be required to submit a revision to the application.

- 5.1.3 U.S. South shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.4 U.S. South shall place a plaque or other identification affixed to U.S. South's equipment necessary to identify U.S. South's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. U.S. South may elect to place U.S. South-owned or U.S. South-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. U.S. South will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. U.S. South will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to U.S. South's equipment in the Collocation Space. In the event U.S. South utilizes a non-metallic, riser-type entrance facility, a splice will not be required. U.S. South must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. U.S. South is responsible for maintenance of the entrance facilities. At U.S. South's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.
- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide U.S. South with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to U.S. South's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 Shared Use. U.S. South may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another U.S. South collocation arrangement within the same BellSouth Premises. U.S. South must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to U.S. South-provided riser cable.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between U.S. South's equipment and/or network and BellSouth's network. Each Party will be

responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. U.S. South shall be responsible for providing, and a supplier certified by BellSouth ("U.S. South's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. U.S. South or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At U.S. South's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. U.S. South must make arrangements with a BellSouth Certified Supplier for such placement.

- 5.4 U.S. South's Equipment and Facilities. U.S. South, or if required by this Attachment, U.S. South's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by U.S. South which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. U.S. South and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to U.S. South at least 48 hours before access to the Collocation Space is required. U.S. South may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that U.S. South will not bear any of the expense associated with this work.

- 5.6 Access. Pursuant to Section 11, U.S. South shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. U.S. South agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of U.S. South or U.S. South's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by U.S. South and returned to BellSouth Access Management within 15 calendar days of U.S. South's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. U.S. South agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of U.S. South

employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with U.S. South or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.6.1 Lost or Stolen Access Keys. U.S. South shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), U.S. South shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, U.S. South shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of U.S. South violates the provisions of this paragraph, BellSouth shall give written notice to U.S. South, which notice shall direct U.S. South to cure the violation within forty-eight (48) hours of U.S. South's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if U.S. South fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to U.S. South's equipment. BellSouth will endeavor, but is not required, to provide notice to U.S. South prior to taking such action and shall have no liability to U.S. South for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and U.S. South fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation.

Any claims of network harm presented to U.S. South or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, U.S. South shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.8 **Personalty and its Removal.** Facilities and equipment placed by U.S. South in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by U.S. South at any time. Any damage caused to the Collocation Space by U.S. South's employees, agents or representatives during the removal of such property shall be promptly repaired by U.S. South at its expense.

5.9 **Alterations.** In no case shall U.S. South or any person acting on behalf of U.S. South make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by U.S. South. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to subsection 6.2.2.

5.10 **Janitorial Service.** U.S. South shall be responsible for the general upkeep of the Collocation Space. U.S. South shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to U.S. South that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 Application for Space. U.S. South shall submit an application document when U.S. South or U.S. South's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.2.1 Initial Application. For U.S. South or U.S. South's Guest(s) initial equipment placement, U.S. South shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in U.S. South's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 Subsequent Application. In the event U.S. South or U.S. South's Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), U.S. South shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by U.S. South in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by U.S. South for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to U.S. South. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by U.S. South within 30 calendar days following U.S. South's receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.3 Application Response. In Alabama, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit U.S. South a reasonable opportunity to correct each deficiency. U.S. South must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If U.S. South fails to resubmit its Application as Bona Fide within this

ten (10) day period, U.S. South will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable U.S. South to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When U.S. South submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.3.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the

Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

- 6.3.4 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.3.5 Application Response (Louisiana) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.
- 6.3.6 Application Response (Mississippi) In addition to the notice of space availability pursuant to Section 2. BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15

must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.4 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require U.S. South to submit the Application with an Application Fee.
- 6.4.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to U.S. South's original application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.
- 6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to U.S. South's original Application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.
- 6.4.3 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either

at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to CLEC's original Application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.

6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to CLEC's original Application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.

6.4.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to CLEC's original application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the application with an Application Fee.

6.5 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, U.S. South shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when U.S. South has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by

BellSouth no later than seven (7) calendar days after BellSouth's Application Response to U.S. South's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case U.S. South must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If U.S. South fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If U.S. South fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of An Application Response, the Application will expire.

- 6.5.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. U.S. South shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when U.S. South has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to U.S. South's Bona Fide Application or the Application will expire.
- 6.5.2 Bona Fide Firm Order (Kentucky & Mississippi). U.S. South shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when U.S. South has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to U.S. South's Bona Fide Application or the Application will expire.
- 6.5.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of U.S. South's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.5.4 BellSouth will permit one accompanied site visit to U.S. South's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to U.S. South.

- 6.5.5 U.S. South must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date U.S. South desires access to the Collocation Space. U.S. South may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event U.S. South desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit U.S. South to access the Collocation Space, accompanied by a security escort at U.S. South's expense. U.S. South must request escorted access at least three (3) business days prior to the date such access is desired.
- 6.6
- 6.6.1 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within a maximum of 90 calendar days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.
- 6.6.2 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and U.S. South cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 6.6.3 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor

changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission.

6.6.4 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission.

6.6.5 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission.

6.6.6 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary

conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission.

- 6.6.7 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission.
- 6.7 Joint Planning. Joint planning between BellSouth and U.S. South will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to U.S. South during joint planning.
- 6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.9 Acceptance Walk Through. U.S. South will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by U.S. South. BellSouth will correct any deviations to U.S. South's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.10 Use of BellSouth Certified Supplier. U.S. South shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. U.S. South and U.S. South's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, U.S. South must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide U.S. South with a list of BellSouth Certified

Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing U.S. South's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and U.S. South upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill U.S. South directly for all work performed for U.S. South pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying U.S. South or any supplier proposed by U.S. South. All work performed by or for U.S. South shall conform to generally accepted industry guidelines and standards.

- 6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. U.S. South shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service U.S. South's Collocation Space. Upon request, BellSouth will provide U.S. South with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by U.S. South. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.12 Basic Telephone Service. Upon request of U.S. South, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.13 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, U.S. South may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by U.S. South, such information will be provided to U.S. South in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to U.S. South within 180 calendar days of BellSouth's written denial of U.S. South's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) U.S. South was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then U.S. South may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. U.S. South must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 6.14 Cancellation. If, at anytime prior to space acceptance, U.S. South cancels its order for the Collocation Space(s), U.S. South will reimburse BellSouth in the following

manner: BellSouth will ascertain how far preparation work has progressed. U.S. South will be billed the applicable non recurring rate for any and all work processes for which work has begun.

- 6.15 Licenses. U.S. South, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

- 6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

- 7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Application Fee will be due as dictated by U.S. South's current billing cycle and is non-refundable.

- 7.2 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. U.S. South shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date U.S. South first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event U.S. South opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to U.S. South as prescribed in Section 7.7.

- 7.3 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. U.S. South shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date U.S. South first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support

systems. In the event U.S. South opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to U.S. South as prescribed in Section 7.7

7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event U.S. South opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to U.S. South as prescribed in Section 7.7.

7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by U.S. South on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date U.S. South first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event U.S. South opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to U.S. South as described in Section 7.7.

7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

7.7 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, U.S. South shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, U.S. South shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event U.S. South's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, U.S. South shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation

Space for occupancy or on the date U.S. South first occupies the Collocation Space, whichever is sooner.

- 7.8 Power. BellSouth shall make available -48 Volt (-48V) DC power for U.S. South's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at U.S. South's option within the Premises.
- 7.8.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to U.S. South's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by U.S. South's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by U.S. South's BellSouth Certified power Supplier. U.S. South is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to U.S. South's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by U.S. South must provide BellSouth a copy of the engineering power specification prior to the day on which U.S. South's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and U.S. South's arrangement area. U.S. South shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within U.S. South's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. U.S. South shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.
- 7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, U.S. South has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of U.S. South's dedicated power plant results in construction of a new power plant room, upon termination of U.S. South's right to occupy collocation space at such site, U.S. South shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 7.8.3 If U.S. South elects to install its own DC Power Plant, BellSouth shall provide AC power to feed U.S. South's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by U.S. South's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices

and power cables for Adjacent Collocation. U.S. South's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At U.S. South's option, U.S. South may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

- 7.9 Security Escort. A security escort will be required whenever U.S. South or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and U.S. South shall pay for such half-hour charges in the event U.S. South fails to show up.
- 7.10 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 7.11 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, U.S. South shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to U.S. South. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.
- 7.12 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by U.S. South's current billing cycle. U.S. South will pay a late payment charge as specified in the current State Tariff.

8. Insurance

- 8.1 U.S. South shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 8.2 U.S. South shall maintain the following specific coverage:
 - 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
 - 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
 - 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of U.S. South's real and personal property situated on or within BellSouth's Central Office location(s).
 - 8.2.4 U.S. South may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to U.S. South to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by U.S. South shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all U.S. South's property has been removed from BellSouth's Premises, whichever period is longer. If U.S. South fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from U.S. South.
- 8.5 U.S. South shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. U.S. South shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from U.S. South's insurance company. U.S. South shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 8.6 U.S. South must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If U.S. South's net worth exceeds five hundred million dollars (\$500,000,000), U.S. South may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. U.S. South shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to U.S. South in the event that self-insurance status is not granted to U.S. South. If BellSouth approves U.S. South for self-insurance, U.S. South shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of U.S. South's corporate officers. The ability to self-insure shall continue so long as the U.S. South meets all of the requirements of this Section. If the U.S. South subsequently no longer satisfies this Section, U.S. South is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.
- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to U.S. South to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.
9. **Mechanics Liens**
- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or U.S. South), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or

proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Inspections

- 10.1 BellSouth may conduct an inspection of U.S. South's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between U.S. South's equipment and equipment of BellSouth. BellSouth may conduct an inspection if U.S. South adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide U.S. South with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceeding, or authorized agents of U.S. South will be permitted in the BellSouth Premises. U.S. South shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the U.S. South name. BellSouth reserves the right to remove from its premises any employee of U.S. South not possessing identification issued by U.S. South or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. U.S. South shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. U.S. South shall be solely responsible for ensuring that any Guest of U.S. South is in compliance with all subsections of this Section 11.
- 11.1.1 U.S. South will be required, at its own expense, to conduct a statewide investigation of criminal history records for each U.S. South employee being considered for work on the BellSouth Premises, for the states/counties where the U.S. South employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. U.S. South shall not be required to perform this investigation if an affiliated company of U.S. South has performed an investigation of the U.S. South employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if U.S. South has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable

counties for the U.S. South employee seeking access, for the states/counties where the U.S. South employee has worked and lived for the past five years.

- 11.1.2 U.S. South will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 U.S. South shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. U.S. South shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any U.S. South personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that U.S. South chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, U.S. South may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 U.S. South shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.5 U.S. South shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 11.1.6 For each U.S. South employee requiring access to a BellSouth Premises pursuant to this Attachment, U.S. South shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, U.S. South will disclose the nature of the convictions to BellSouth at that time. In the alternative, U.S. South may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.7 At BellSouth's request, U.S. South shall promptly remove from BellSouth's Premises any employee of U.S. South BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of U.S. South is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 11.2 Notification to BellSouth. BellSouth reserves the right to interview U.S. South's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to U.S. South's Security contact of such interview. U.S. South and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving U.S. South's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill U.S. South for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that U.S. South's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill U.S. South for BellSouth property which is stolen or damaged where an investigation determines the culpability of U.S. South's employees, agents, or contractors and where U.S. South agrees, in good faith, with the results of such investigation. U.S. South shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. U.S. South shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
12. **Destruction of Collocation Space**
- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for U.S. South's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the

terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for U.S. South's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to U.S. South, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. U.S. South may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If U.S. South's acceleration of the project increases the cost of the project, then those additional charges will be incurred by U.S. South. Where allowed and where practical, U.S. South may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, U.S. South shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for U.S. South's permitted use, until such Collocation Space is fully repaired and restored and U.S. South's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where U.S. South has placed an Adjacent Arrangement pursuant to Section 3.5, U.S. South shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and U.S. South shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

- 14.1 U.S. South understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – ALABAMA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,134.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.24 \$3.01 \$102.16	\$1,211.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$178.65 \$17.52	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$3.68	NA
PE1BD	Cable Installation	Per cable	NA	\$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.67	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.00 \$5.63 \$11.26 \$16.89 \$38.99	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.031 \$0.062 \$1.28 \$16.27 \$3.23 \$5.73	First/Add'l \$33.68/\$31.79 \$33.63/\$31.67 \$52.93/\$39.87 \$51.99/\$38.59 \$52.00/\$38.60 \$64.54/\$51.14

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per central office	\$52.27	
PE1A1	New Access Card Activation*	Per card	\$0.059	\$55.57
PE1AA	Administrative change, existing card*	Per card		\$15.58
PE1AR	Replace lost or stolen card*	Per card		\$45.56
PE1AK	Initial Key	Per key	NA	\$26.19
PE1AL	Replace lost or stolen key	Per key	NA	\$26.19
PE1SR	Space Availability Report*	Per premises requested		\$2,150.00
	POT Bay Arrangements Prior to 6/1/99	Per cross connect		
PE1PE	2-Wire Cross-Connect		\$0.08	NA
PE1PF	4-Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2-Fiber Cross-Connect		\$32.02	NA
PE1B4	4-Fiber Cross-Connect		\$40.48	NA
	Cable Records ¹			Note 2
				Initial/Subsequent
PE1CR	Cable Records	Per request	NA	\$1708/\$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.51/\$923.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.02/\$18.02
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.53/\$29.53
PE1CB	Fiber Cable	Per cable record	NA	\$278.95/\$278.95

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$33.85/\$21.45
PE1OT	Overtime		NA	\$44.09/\$27.71
PE1PT	Premium Time		NA	\$54.33/\$33.96

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – FLORIDA
PHYSICAL COLLOCATION**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing Central Office Modifications Common Systems Modifications – Cageless Common Systems Modifications – Caged	Per sq. ft. Per sq. ft. Per cage	\$2.58 \$2.96 \$100.66	\$1,211.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Wire Cage Wire Cage	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$205.93 \$20.20	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable		\$1,826.00
PE1PM	Cable Support Structure		\$21.66	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power 120V AC Power single phase 240V AC Power single phase 120V AC Power three phase 277 AC Power three phase	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.86 \$5.62 \$11.26 \$16.88 \$38.98	NA - - - -
	Cross Connects			First/Add'l
	2-wire	Per cross connect	\$0.074	\$34.53/\$32.51
	4-wire	Per cross connect	\$1.48	\$34.54/\$32.53
	DS1	Per cross connect	\$1.29	\$54.15/\$40.94
	DS3	Per cross connect	\$17.48	\$53.28/\$39.65
	2-fiber	Per cross connect	\$2.96	\$53.28/\$39.66
	4-fiber	Per cross connect	\$5.66	\$66.08/\$52.47

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System	Per premises	\$89.48	
PE1A1	Security System			
PE1AA	New Access Card Activation	Per card	\$0.06	\$56.03
	Administrative change, existing card	Per card		\$15.71
PE1AR	Replace lost or stolen card	Per card		\$45.93
PE1AK	Initial Key	Per key	NA	\$26.41
PE1AL	Replace lost or stolen key	Per key	NA	\$26.41
PE1SR	Space Availability Report	Per premises requested		\$2,168.00
	POT Bay (Note 1)		NA	NA
	Cable Records ²			Note 3 initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/\$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.86/\$923.86
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05
PE1BQ	Security Escort	Per ¼ hour		
PE1OQ	Basic Time		NA	\$10.89
PE1PQ	Overtime		NA	\$13.64
	Premium Time		NA	\$16.40

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for U.S. South to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (2) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- (3) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – GEORGIA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per sq. ft.	NA	\$100.00
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$187.36	NA
PE1C	Welded Wire-mesh	Per add'l 50 sq. ft.	\$18.38	NA
PE1PJ	Floor Space Zone A	Per sq. ft.	\$4.47	NA
PE1PK	Zone B	Per sq. ft.	\$4.47	NA
PE1BD	Cable Installation	Per cable	NA	\$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.26	NA
PE1PL	Power -48V DC Power	Per amp	\$5.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.52	-
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.05	-
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.58	-
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.27	-
PE1P2	Cross Connects 2-wire	Per cross connect	\$0.030	First/Add'l \$33.76/\$31.86
PE1P4	4-wire		\$0.061	\$33.77/\$31.80
PE1P1	DS-1		\$1.13	\$53.05/\$39.99
PE1P3	DS-3		\$14.43	\$52.14/\$38.71
PE1F2	2-fiber		\$2.86	\$52.14/\$38.72
PE1F4	4-fiber		\$5.08	\$64.74/\$51.31

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$40.00	
PE1A1	New Access Card Activation*	Per card	\$0.058	\$55.51
PE1AA	Administrative change, existing card*	Per card		\$15.56
PE1AR	Replace lost or stolen card*	Per card		\$45.50
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148.00
	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1706/\$1164
PE1CD	VG/DS0 Cable	Per cable record	NA	\$922.38/\$922.38
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.00/\$18.00
PE1C1	DS1	Per T1TIE	NA	\$8.43/\$8.43
PE1C3	DS3	Per T3TIE	NA	\$29.49/\$29.49
PE1CB	Fiber Cable	Per cable record	NA	\$278.61/\$278.61
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.81/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92

N/A refers to rate elements which do not have a negotiated rate.

Note (1) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – KENTUCKY
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,135.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.38 \$3.30 \$112.11	\$1,202.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$189.85 \$18.62	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$8.20	NA
PE1BD	Cable Installation	Per cable	NA	\$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	\$20.14	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.77 \$5.58 \$11.16 \$16.74 \$38.65	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.037 \$0.075 \$1.51 \$19.15 \$3.80 \$6.75	First/Add'l \$33.67/\$31.78 \$33.66/\$31.70 \$52.97/\$39.90 \$52.04/\$38.62 \$52.04/\$38.63 \$64.59/\$51.18

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$78.11	
PE1A1	New Access Card Activation	Per card	\$.059	\$55.59
PE1AA	Administrative change, existing card	Per card		\$15.59
PE1AR	Replace lost or stolen card	Per card		\$45.58
PE1AK	Initial Key	Per key	NA	\$26.20
PE1AL	Replace lost or stolen key	Per key	NA	\$26.20
PE1SR	Space Availability Report	Per premises requested		\$2,151
	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.06	NA
PE1PF	4-Wire Cross-Connect		\$0.15	NA
PE1PG	DS1 Cross-Connect		\$0.58	NA
PE1PH	DS3 Cross-Connect		\$4.51	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.86/\$21.46
PE1OT	Overtime		NA	\$44.10/\$27.72
PE1PT	Premium Time		NA	\$54.35/\$33.97
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	\$923.83/\$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.03/\$18.03
PE1C1	DS1	Per T1TIE	NA	\$8.44/\$8.44
PE1C3	DS3	Per T3TIE	NA	\$29.54/\$29.54
PE1CB	Fiber Cable	Per cable record	NA	\$279.05/\$279.05

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – LOUISIANA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3131.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.60 \$3.15 \$105.87	\$1,200.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$207.06 \$20.31	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$5.94	NA
PE1BD	Cable Installation	Per cable	NA	\$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.16	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.20 \$5.66 \$11.34 \$17.00 \$39.26	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3	Cross Connects 2-wire 4-wire DS-1 DS-3	Per cross connect	\$0.036 \$0.073 \$1.20 \$15.26	First/Add'l \$33.61/\$31.76 \$33.53/\$31.58 \$52.80/\$39.76 \$51.86/\$38.49

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2	Cross Connects (continued)	Per cross connect		First/Add'l
PE1F4	2-fiber		\$3.03	\$51.86/\$38.49
	4-fiber		\$5.38	\$64.36/\$50.99
PE1AX	Security Access System Security System*	Per premises	\$60.60	
PE1A1	New Access Card Activation*	Per card	\$0.060	\$55.51
PE1AA	Administrative change, existing card*	Per card		\$15.57
PE1AR	Replace lost or stolen card	Per card		\$45.51
PE1AK	Initial Key	Per key	NA	\$26.16
PE1AL	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,148
PE1PE	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.0776	NA
PE1PG	4-Wire Cross-Connect		\$0.1552	NA
PE1PH	DS1 Cross-Connect		\$0.6406	NA
PE1B2	DS3 Cross-Connect		\$4.75	NA
PE1B4	2 Fiber Cross-Connect		\$47.44	NA
	4 Fiber Cross-Connect		\$63.97	NA
	Cable Records ¹			Note 2
PE1CR	Cable Records	Per request	NA	Initial/subsequent
PE1CD	VG/DS0 Cable	Per cable record	NA	\$1706/\$1165
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$922.51/\$922.51
PE1C1	DS1	Per T1TIE	NA	\$18.00/\$18.00
PE1C3	DS3	Per T3TIE	NA	\$8.43/\$8.43
PE1CB	Fiber Cable	Per cable record	NA	\$29.49/\$29.49
				\$278.65/\$278.65

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.97/\$21.53
PE1OT	Overtime		NA	\$44.25/\$27.81
PE1PT	Premium Time		NA	\$54.53/\$34.09

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELL SOUTH/U.S. South RATES – MISSISSIPPI
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,130.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.61 \$2.88 \$97.85	\$1,200.00
PE1BW PE1C W	Space Enclosure(100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$208.30 \$20.43	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.53	
PE1BD	Cable Installation	Per cable	NA	\$1,871.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.90	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.96 \$5.61 \$11.23 \$16.84 \$38.89	NA - - - -
PE1P2 PE1P4	Cross Connects 2-wire 4-wire	Per cross connect	\$0.038 \$0.076	First/Add'l \$33.65/\$31.77 \$33.46/\$31.52

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P3	DS-1		\$1.30	\$52.73/\$39.70
PE1F2	DS-3		\$16.55	\$51.78/\$38.43
PE1F4	2-fiber		\$3.28	\$51.78/\$38.43
	4-fiber		\$5.83	\$64.27/\$50.91
PE1AX	Security Access System	Per premises	\$85.54	
PE1A1	Security System*			
PE1AA	New Access Card Activation*	Per card	\$0.061	\$55.50
PE1AR	Administrative change, existing card*	Per card		\$15.56
PE1AK	Replace lost or stolen card	Per card		\$45.50
PE1AL	Initial Key	Per key	NA	\$26.16
	Replace lost or stolen key	Per key	NA	\$26.16
PE1SR	Space Availability Report*	Per premises requested		\$2,147.00
PE1PE	POT Bay Arrangements	Per cross-connect		
PE1PF	Prior to 6/1/99			
PE1PG	2-Wire Cross-Connect		\$0.1195	NA
PE1PH	4-Wire Cross-Connect		\$0.2389	NA
PE1B2	DS1 Cross-Connect		\$0.9862	NA
PE1B4	DS3 Cross-Connect		\$5.81	NA
	2 Fiber Cross-Connect		\$38.79	NA
	4 Fiber Cross-Connect		\$52.31	NA
PE1CR	Cable Records ¹			Note 2
PE1CD				Initial/subsequent
PE1CO	Cable Records	Per request	NA	\$1706/1164
PE1C1	VG/DS0 Cable	Per cable record	NA	\$922.28/\$922.28
PE1C3	VG/DS0 Cable	Per each 100 pair	NA	\$18.00/\$18.00
PE1CB	DS1	Per T1TIE	NA	\$8.42/\$8.42
	DS3	Per T3TIE	NA	\$29.49/\$29.49
	Fiber Cable	Per cable record	NA	\$278.58/\$278.58

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.80/\$21.42
PE1OT	Overtime		NA	\$44.03/\$27.67
PE1PT	Premium Time		NA	\$54.26/\$33.92

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – NORTH CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,119.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged*	Per cage	\$110.79	
	Power*	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1C	Welded Wire-mesh*	Per first 100 sq. ft.	\$102.76	NA
W	Welded Wire-mesh*	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	\$21.33	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$6.65	NA
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	-
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.01	-
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.51	-
	277 AC Power three phase*	Per breaker amp	\$38.12	-
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire*		\$0.32	\$41.78/\$39.23
PE1P1	4-wire*		\$0.64	\$41.91/\$39.25
PE1P3	DS-1*		\$2.34	\$71.02/\$51.08
PE1F2	DS-3*		\$42.84	\$69.84/\$49.43
PE1F4	2-fiber		\$2.94	\$51.97/\$38.59
	4-fiber		\$5.62	\$64.53/\$51.15

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$41.03	
PE1A1	New Access Card Activation*	Per card	\$0.062	\$55.30
PE1AA	Administrative change, existing card*	Per card		\$15.51
PE1AR	Replace lost or stolen card	Per card		\$45.34
PE1AK	Initial Key	Per key	NA	\$26.18
PE1AL	Replace lost or stolen key	Per key	NA	\$26.18
PE1SR	Space Availability Report*	Per premises requested		\$2,140.00
	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.10	NA
PE1PF	4-Wire Cross-Connect		\$0.19	NA
PE1PG	DS1 Cross-Connect		\$0.79	NA
PE1PH	DS3 Cross-Connect		\$4.85	NA
PE1B2	2 Fiber Cross-Connect		\$45.30	NA
PE1B4	4 Fiber Cross-Connect		\$61.09	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$42.92/\$25.56
PE1OT	Overtime		NA	\$54.51/\$32.44
PE1PT	Premium Time		NA	\$66.10/\$39.32
	Cable Records ¹			Note 2
PE1CR	Cable Records	Per request	NA	Initial/subsequent
PE1CD	VG/DS0 Cable	Per cable record	NA	\$1707/\$1165
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$923.08/\$923.08
PE1C1	DS1	Per T1TIE	NA	\$18.02/\$18.02
PE1C3	DS3	Per T3TIE	NA	\$8.43/\$8.43
PE1CB	Fiber Cable	Per cable record	NA	\$29.51/\$29.51
				\$278.82/\$278.82

**EXHIBIT A: BELLSOUTH/U.S. South RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)**

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELLSOUTH/U.S. South RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,141.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.75 \$3.24 \$110.17	\$1,204.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$219.19 \$21.50	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$3.95	NA
PE1BD	Cable Installation	Per cable	NA	\$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	\$21.33	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$9.19 \$5.67 \$11.36 \$17.03 \$39.33	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.034 \$0.068 \$1.12 \$14.21 \$2.82 \$5.01	First/Add'l \$33.75/\$31.86 \$33.71/\$31.75 \$53.05/\$39.96 \$52.11/\$38.68 \$52.11/\$38.69 \$64.69/\$51.26

SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System Security System*	Per premises	\$74.12	
PE1A1	New Access Card Activation*	Per card	\$0.060	\$55.70
PE1AA	Administrative change, existing card*	Per card		\$15.62
PE1AR	Replace lost or stolen card	Per card		\$45.66
PE1AK	Initial Key	Per key	NA	\$26.25
PE1AL	Replace lost or stolen key	Per key	NA	\$26.25
PE1SR	Space Availability Report*	Per premises requested		\$2,155.00
	POT Bay Arrangements Prior to 6/1/99	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.1091	NA
PE1PF	4-Wire Cross-Connect		\$0.2181	NA
PE1PG	DS1 Cross-Connect		\$0.9004	NA
PE1PH	DS3 Cross-Connect		\$5.64	NA
PE1B2	2 Fiber Cross-Connect		\$37.36	NA
PE1B4	4 Fiber Cross-Connect		\$50.38	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.92/\$21.50
PE1OT	Overtime		NA	\$44.19/\$27.77
PE1PT	Premium Time		NA	\$54.45/\$34.04
	Cable Records ¹			Note 2
PE1CR	Cable Records	Per request	NA	Initial/subsequent \$1712/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.57/\$925.57
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.06/\$18.06
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.59/\$29.59
PE1CB	Fiber Cable	Per cable record	NA	\$279.57/\$279.57

**EXHIBIT A: BELLSOUTH/U.S. South RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)**

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

**EXHIBIT A: BELL SOUTH/U.S. South RATES – TENNESSEE
PHYSICAL COLLOCATION**

* Rates are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,140.00 Minimum
PE1SJ PE1SK PE1SL PE1SM	Space Preparation Fees Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.74 \$2.95 \$100.14	\$1,204.00
PE1BW PE1C W	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$218.53 \$21.44	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	\$19.80	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power* 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.87 \$5.60 \$11.22 \$16.82 \$38.84	NA - - - -
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber	Per cross connect	\$0.033 \$0.066 \$1.51 \$19.26 \$3.82 \$6.79	First/Add'l \$33.82/\$31.92 \$33.94/\$31.95 \$53.27/\$40.16 \$52.37/\$38.89 \$52.37/\$38.89 \$65.03/\$51.55

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1AX	Security Access System	Per premises	\$55.99	
PE1A1	Security System			
PE1AA	New Access Card Activation	Per card	\$0.059	\$55.67
	Administrative change, existing card	Per card		\$15.61
PE1AR	Replace lost or stolen card	Per card		\$45.64
PE1AK	Initial Key	Per key	NA	\$26.24
PE1AL	Replace lost or stolen key	Per key	NA	\$26.24
PE1SR	Space Availability Report*	Per premises requested		\$2,154.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PE	2-Wire Cross-Connect		\$0.40	NA
PE1PF	4-Wire Cross-Connect		\$1.20	NA
PE1PG	DS1 Cross-Connect		\$1.20	NA
PE1PH	DS3 Cross-Connect		\$8.00	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$33.91/\$21.49
PE1OT	Overtime		NA	\$44.17/\$27.76
PE1PT	Premium Time		NA	\$54.42/\$34.02
	Cable Records ¹			Note 2
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	\$1711/\$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	\$925.06/\$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	\$18.05/\$18.05
PE1C1	DS1	Per T1TIE	NA	\$8.45/\$8.45
PE1C3	DS3	Per T3TIE	NA	\$29.57/\$29.57
PE1CB	Fiber Cable	Per cable record	NA	\$279.42/\$279.42

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and U.S. South agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and U.S. South shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. U.S. South should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for U.S. South to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. U.S. South will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the U.S. South space with proper notification. BellSouth reserves the right to stop any U.S. South work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by U.S. South are owned by U.S. South. U.S. South will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by U.S.

South or different hazardous materials used by U.S. South at BellSouth Facility. U.S. South must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by U.S. South to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and U.S. South will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and U.S. South will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, U.S. South must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and U.S. South shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, U.S. South agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. U.S. South further agrees to cooperate with BellSouth to ensure that U.S. South's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by U.S. South, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material	Compliance with all applicable	• Std T&C 450

or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and</p>	<ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3

	equipment	<ul style="list-style-type: none"> BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Remote Site Physical Collocation

BELLSOUTH
REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when U.S. South is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to Remote Site Collocation and the provisioning of Remote Collocation Space.

- 1.2 Right to occupy. BellSouth shall offer to U.S. South Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to U.S. South a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by U.S. South and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for other BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above.

- 1.2.1 In all states other than Florida, the size specified by U.S. South may contemplate a request for space sufficient to accommodate U.S. South's growth within a two year period. Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS
Page 3

- 1.2.2 In the state of Florida, the size specified by U.S. South may contemplate a request for space sufficient to accommodate U.S. South's growth within an eighteen (18) month period.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies U.S. South that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon U.S. South's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for U.S. South. U.S. South agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for U.S. South. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for U.S. South as above, U.S. South shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with U.S. South in obtaining such permission.
- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. U.S. South will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. U.S. South shall use the Remote Collocation Space for the purposes of installing, maintaining and operating U.S. South's equipment (to include testing and monitoring equipment) necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and charges. U.S. South agrees to pay the rates and charges identified in Exhibit A attached hereto.
- 1.7 Due Dates. In all states except Georgia, if any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.

2. Space Notification

- 2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit U.S. South to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 6.5 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount that is available.
- 2.2 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.
- 2.2.1 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount that is available.
- 2.2.2 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.
- 2.2.3 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify U.S. South of the amount of space that is available.
- 2.3 Reporting. Upon request from U.S. South, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS
Page 5

number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.3.1 The request from U.S. South for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If U.S. South is unable to obtain the CLLI code, from for example a site visit to the remote site, U.S. South may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, U.S. South should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. U.S. South should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.3.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. This interval excludes national holidays. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify U.S. South and inform U.S. South of the time frame under which it can respond.
- 2.3.3 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify U.S. South and inform U.S. South of the time frame under which it can respond.
- 2.4 Denial of Application. After notifying U.S. South that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow U.S. South, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. This interval excludes national holidays. In order to schedule

said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 2.4.1 Denial of Application. In Mississippi, after notifying U.S. South that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow U.S. South, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application.
- 2.5 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit U.S. South to inspect any plans or diagrams that BellSouth provides to the Commission.
- 2.6 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. U.S. South must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) or notify BellSouth in writing that U.S. South wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If U.S. South does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove U.S. South from the waiting list. Upon request, BellSouth will advise U.S. South as to its position on the list.
- 2.6.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or,

where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

2.7 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application date. This interval excludes national holidays. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.6.

2.8 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to U.S. South, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all Applications submitted for the first time after the effective date thereof for that jurisdiction.

3. Collocation Options

3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

3.2 Cageless. BellSouth shall allow U.S. South to collocate U.S. South's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow U.S. South to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, U.S. South must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.8 following. Subject to space

availability and technical feasibility, at U.S. South's option, U.S. South may enclose its equipment.

- 3.3 Shared (Subleased) Collocation. U.S. South may allow other telecommunications carriers to share U.S. South's Remote Site collocation arrangement pursuant to terms and conditions agreed to by U.S. South ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. U.S. South shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, 10 business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by U.S. South that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and U.S. South.
- 3.3.1 U.S. South shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In all states other than Florida, and in addition to the foregoing, U.S. South shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 U.S. South shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of U.S. South's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to technical feasibility, where the Remote Site Adjacent Arrangement does not

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS
Page 9

interfere with access to existing or planned structures or facilities on the Remote Site Location property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent Arrangement shall be constructed or procured by U.S. South and in conformance with BellSouth's design and construction specifications. Further, U.S. South shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

- 3.4.2 Should U.S. South elect such an option, U.S. South must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, U.S. South and U.S. South's BellSouth Certified Contractor must comply with local building code requirements. U.S. South's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. U.S. South's BellSouth Certified Contractor shall bill U.S. South directly for all work performed for U.S. South pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. U.S. South must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access U.S. South's locked enclosure prior to notifying U.S. South.
- 3.4.3 BellSouth maintains the right to review U.S. South's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth shall complete its review within fifteen (15) calendar days. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require U.S. South, at U.S. South's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within seven (7) calendar days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.4 U.S. South shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS

Page 10

BellSouth point of demarcation. At U.S. South's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. U.S. South's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

- 3.4.5 BellSouth shall allow Shared (Subleased) Caged Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day U.S. South's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify U.S. South in writing that the Remote Collocation Space is ready for occupancy. U.S. South must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, U.S. South's telecommunications equipment will be deemed operational when connected to BellSouth's network for the purpose of service provision.
- 4.3 Termination. Except where otherwise agreed to by the Parties, U.S. South may terminate occupancy in a particular Remote Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, U.S. South at its expense shall remove its equipment and other property from the Remote Collocation Space. U.S. South shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of U.S. South's Guests; provided, however, that U.S. South shall continue payment of monthly fees to BellSouth until such date as U.S. South has fully vacated the Remote Collocation Space. Should U.S. South or U.S. South's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of U.S. South or U.S. South's Guest at U.S. South's expense and with no liability for damage or injury to U.S. South or U.S. South's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a

Remote Collocation Space, U.S. South shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the U.S. South except for ordinary wear and tear unless otherwise agreed to by the Parties. U.S. South shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. . Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on U.S. South's failure to comply with this section.

5.1.2 U.S. South shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

5.1.3 U.S. South shall place a plaque or other identification affixed to U.S. South's equipment necessary to identify U.S. South's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 All U.S. South equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures." Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS

Page 12

- 5.2 Entrance Facilities. U.S. South may elect to place U.S. South-owned or U.S. South-leased entrance facilities into the Remote Collocation Space from U.S. South's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. U.S. South will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. U.S. South must contact BellSouth for instructions prior to placing the entrance facility cable. U.S. South is responsible for maintenance of the entrance facilities.
- 5.2.1 Shared Use. U.S. South may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another U.S. South collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between U.S. South's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. U.S. South or its agent must perform all required maintenance to U.S. South equipment/facilities on its side of the demarcation point, pursuant to Section 5.8, following
- 5.4 U.S. South's Equipment and Facilities. U.S. South, or if required by this Attachment, U.S. South's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by U.S. South.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications
- 5.6 Access. Pursuant to Section 11, U.S. South shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. U.S. South agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of U.S. South or U.S. South's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by U.S. South and returned to BellSouth Access Management within 15 calendar days of U.S. South's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent

requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. U.S. South agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of U.S. South employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with U.S. South or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.7 Lost or Stolen Access Keys. U.S. South shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), U.S. South shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of U.S. South violates the provisions of this paragraph, BellSouth shall give written notice to U.S. South, which notice shall direct U.S. South to cure the violation within forty-eight (48) hours of U.S. South's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if U.S. South fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to U.S. South's equipment. BellSouth will endeavor, but is not required, to provide notice to U.S. South prior to taking such action and shall have no liability to U.S. South for any damages arising from such action, except to the extent that such action by BellSouth

constitutes willful misconduct. For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and U.S. South fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to U.S. South or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, U.S. South shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

- 5.9 Presence of Facilities. Facilities and equipment placed by U.S. South in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by U.S. South at any time. Any damage caused to the Remote Collocation Space by U.S. South's employees, agents or representatives shall be promptly repaired by U.S. South at its expense.
- 5.10 Alterations. In no case shall U.S. South or any person acting on behalf of U.S. South make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by U.S. South. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.
- 5.11 Upkeep of Remote Collocation Space. U.S. South shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. U.S. South shall be responsible for removing any U.S. South debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Ordering and Preparation of Remote Collocation Space

- 6.1 State or Federal Regulatory agency impose procedures or intervals. Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to U.S. South, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof for that jurisdiction.
- 6.2 Application for Space. U.S. South shall submit a Remote Site Collocation Application when U.S. South or U.S. South's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.
- 6.3 Initial Application. For U.S. South or U.S. South's Guest(s) equipment placement, U.S. South shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in U.S. South's Remote Collocation Space(s) in addition to the CLLI code applicable to that location. Prior to submitting the application, CLLI information can be obtained in the manner set forth in Section 2.3.1.
- 6.4 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of the Application Fee will be due as dictated by U.S. South's current billing cycle and is non-refundable.
- 6.5 Application Response. In Alabama, North Carolina, and Tennessee, In addition to the notice of space availability pursuant to Section 2, BellSouth will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit U.S. South a reasonable opportunity to correct each deficiency. U.S. South must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If U.S. South fails to resubmit its Application as Bona Fide within this ten (10) day period, U.S. South will lose its place in the collocation queue. This interval excludes national holidays. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will

include the configuration of the space and an estimate of the interval to provide the Remote Collocation Space.

- 6.5.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.5.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Remote Site Location. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable U.S. South to place a Firm Order. When U.S. South submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.5.3 Application Response (Georgia) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

- 6.5.4 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Remote Site Location in accordance with Section 2. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.
- 6.5.5 Application Response (Mississippi) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.5.6 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

- 6.6 Application Modifications. In Alabama, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval, and BellSouth shall charge U.S. South a Subsequent Application Fee. Major changes, such as requesting additional space or adding equipment may require U.S. South to submit the Application with an Application Fee.
- 6.6.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply. If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to U.S. South's original application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.
- 6.6.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to CLEC's original, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.

- 6.6.3 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to CLEC's original Application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.
- 6.6.4 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Remote Site Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to CLEC's original Application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.
- 6.6.5 Application Modifications (Kentucky & Georgia). If a modification or revision is made to any information in the Bona Fide Application for Remote Site Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of U.S. South or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate U.S. South's Bona Fide Application as a result of changes requested by U.S. South to U.S. South's original

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS
Page 20

Application, then BellSouth will charge U.S. South a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require U.S. South to resubmit the Application with an Application Fee.

- 6.7 Bona Fide Firm Order. In Alabama, North Carolina, and Tennessee, U.S. South shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Bona Fide Firm Order to BellSouth. A Firm Order shall be considered Bona Fide when U.S. South has completed the Application/Inquiry process described in Section 6.3, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to U.S. South's Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2, in which case U.S. South must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If U.S. South fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If U.S. South fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of an Application Response, the Application will expire.
- 6.7.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. U.S. South shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when U.S. South has completed the Application/Inquiry process described in Section 6.3, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to U.S. South's Bona Fide Application or the Application will expire.
- 6.7.2 Bona Fide Firm Order (Kentucky & Mississippi). U.S. South shall indicate its intent to proceed with equipment installation in a BellSouth Remote Terminal Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when U.S. South has completed the Application/Inquiry process

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS
Page 21

described in Section 6.3, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to U.S. South's Bona Fide Application or the Application will expire.

- 6.7.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of U.S. South's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.8 BellSouth will permit one accompanied site visit to U.S. South's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to U.S. South.
- 6.9 U.S. South must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of 30 calendar days prior to the date U.S. South desires access to the Remote Collocation Space. U.S. South may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event U.S. South desires access to the Collocation Space after submitting such a request but prior to Access being approved, BellSouth shall permit U.S. South to access the Collocation Space, accompanied by a security escort at U.S. South's expense. U.S. South must request escorted access at least three (3) business days prior to the date such access is desired.
- 6.10 Construction and Provisioning Interval. In Alabama, North Carolina, and Tennessee, BellSouth will complete construction for Remote Site collocation arrangements within a maximum of 90 calendar days from receipt of an Application, or as agreed to by both parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

- 6.10.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and U.S. South cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 6.10.2 Construction and Provisioning Interval (Georgia). BellSouth will use best efforts to complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will use best efforts to complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of 60 calendar days from receipt of a Bona Fide Firm Order and 90 calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission.
- 6.10.3 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona

Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission.

- 6.10.4 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission.
- 6.10.5 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS
Page 24

upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission.

- 6.10.6 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. BellSouth may elect to renegotiate an alternative provisioning interval with U.S. South or seek a waiver from this interval from the Commission.
- 6.11 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, excluding the time interval required to secure the appropriate government licenses and permits or additional public or private rights of way, BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide U.S. South with the estimated completion date in its Response.
- 6.12 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.13 Acceptance Walk Through. Upon request, U.S. South will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Remote Collocation Space requested from BellSouth by U.S. South. BellSouth will correct any deviations to U.S. South's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.14 Use of BellSouth Certified Supplier. U.S. South shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications. BellSouth shall provide U.S. South with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing U.S. South's equipment and components, extending power cabling to the BellSouth power distribution

frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and U.S. South upon successful completion of installation. The BellSouth Certified Supplier shall bill U.S. South directly for all work performed for U.S. South pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying U.S. South or any supplier proposed by U.S. South. All work performed by or for U.S. South shall conform to generally accepted industry guidelines and standards.

- 6.15 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. U.S. South shall be responsible for placement, monitoring and removal of alarms used to service U.S. South's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 6.16 Basic Telephone Service. Upon request of U.S. South, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.17 Virtual Remote Site Collocation Relocation. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit A of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, U.S. South may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and U.S. South may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, U.S. South may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by U.S. South, such information will be provided to U.S. South in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation

Space becomes available to U.S. South within 180 calendar days of BellSouth's written denial of U.S. South's request for physical collocation, and (ii) U.S. South was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then U.S. South may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. U.S. South must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

- 6.18 Cancellation. If, at anytime prior to space acceptance, U.S. South cancels its order for the Remote Collocation Space(s), U.S. South will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. U.S. South will be billed the applicable non recurring rate for any and all work processes for which work has begun.
- 6.19 Licenses. U.S. South, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 6.20 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

- 7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due as dictated by U.S. South's current billing cycle.
- 7.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power U.S. South's equipment. U.S. South shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS

Page 27

- 7.3 Power. BellSouth shall make available –48 Volt (-48V) DC power for U.S. South's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at U.S. South's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for U.S. South's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.
- 7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by U.S. South's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. U.S. South's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At U.S. South's option, U.S. South may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.4 Security Escort. A security escort will be required whenever U.S. South or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. The parties agree that a security escort will not be required for remote site collocation. However, if one is needed, the parties will negotiate appropriate security escort rates which will be assessed on a one half (1/2) hour increment basis.
- 7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, U.S. South shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to U.S. South. Each Party

shall keep its own records upon which a “true-up” can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such “true-up,” the Parties agree that the Commission shall be called upon to resolve such differences.

- 7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due as dictated by U.S. South's current billing cycle. U.S. South will pay a late payment charge as specified in the current State Tariff.

8. Insurance

- 8.1 Maintain Insurance. U.S. South shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

- 8.2 Coverage. U.S. South shall maintain the following specific coverage:

- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of U.S. South's real and personal property situated on or within BellSouth's Remote Site Location.
- 8.2.4 U.S. South may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS

Page 29

- 8.3 Limits. The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to U.S. South to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.4 All policies purchased by U.S. South shall be deemed to be primary. All policies purchased by U.S. South shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all U.S. South's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If U.S. South fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from U.S. South.
- 8.5 Submit certificates of insurance. U.S. South shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. U.S. South shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from U.S. South's insurance company. U.S. South shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375
- 8.6 Conformance to recommendations made by BellSouth's fire insurance company. U.S. South must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 Self-Insurance. If U.S. South's net worth exceeds five hundred million dollars (\$500,000,000), U.S. South may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. U.S. South shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to U.S. South in the event that self-insurance status is not granted to

U.S. South. If BellSouth approves U.S. South for self-insurance, U.S. South shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of U.S. South's corporate officers. The ability to self-insure shall continue so long as U.S. South meets all of the requirements of this Section. If U.S. South subsequently no longer satisfies this Section, U.S. South is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

8.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to U.S. South to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. **Mechanics Liens**

9.1 Mechanics Lien or other Liens. If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or U.S. South), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. **Inspections**

10.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of U.S. South's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between U.S. South's equipment and equipment of BellSouth. BellSouth may conduct an inspection if U.S. South adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide U.S. South with a minimum of forty-eight (48) hours or two (2)

business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

- 11.1 The security and safety requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own Remote Site Location either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, proceeding, or authorized agents of U.S. South will be permitted in the BellSouth Remote Site Location. U.S. South shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the U.S. South name. BellSouth reserves the right to remove from its Remote Site Location any employee of U.S. South not possessing identification issued by U.S. South or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. U.S. South shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. U.S. South shall be solely responsible for ensuring that any Guest of U.S. South is in compliance with all subsections of this Section 11.
- 11.1.1 U.S. South will be required, at its own expense, to conduct a statewide investigation of criminal history records for each U.S. South employee being considered for work on the BellSouth Remote Site Location, for the states/counties where the U.S. South employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.1.2 U.S. South will be required to administer to their personnel assigned to the BellSouth Remote Site Location security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 U.S. South shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. U.S. South shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any U.S. South personnel who have been identified to have misdemeanor criminal convictions.

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment 4 - RS

Page 32

Notwithstanding the foregoing, in the even that U.S. South chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, U.S. South may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 11.1.4 For each U.S. South employee requiring access to a BellSouth Remote Site Location pursuant to this Attachment, U.S. South shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, U.S. South will disclose the nature of the convictions to BellSouth at that time. In the alternative, U.S. South may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.5 At BellSouth's request, U.S. South shall promptly remove from the BellSouth's Remote Site Location any employee of U.S. South BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of U.S. South is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BST reserves the right to interview U.S. South's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to U.S. South's Security contact of such interview. U.S. South and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving U.S. South's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill U.S. South for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that U.S. South's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill U.S. South for BellSouth property which is stolen or damaged where an investigation determines the culpability of U.S. South's employees, agents, or contractors and where U.S. South agrees, in good faith, with the results of such investigation. U.S. South shall notify BellSouth in writing immediately in

the event that the CLEC discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Remote Site Location, any employee found to have violated the security and safety requirements of this section. U.S. South shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location.

- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Remote Collocation Space

- 12.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for U.S. South's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for U.S. South's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to U.S. South, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms,